



Department of Energy
Southwestern Power Administration
Post Office Box 1619
Tulsa, Oklahoma 74101

June 19, 2001

To Prospective Bidder:

Your firm is invited to submit a bid on **Solicitation No. DE-FB75-01SW51741/VAN BUREN SWITCHING STATION & COE R. S. KERR DAM RELAY DUPLEX SWITCHBOARD REPLACEMENT.**

All of the Solicitation is important, but you should give particular attention to the following clauses:

- ✓ Clause No. K.16/COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS. The VETS 100 report filing form can be obtained through the Internet address: <http://VETS100.cudenver.edu>. Registration and information can be acquired by contacting the U.S. Department of Labor, telephone no. (703) 461-2460 or fax no. (703) 461-2020, Attn: D. Wilson. The Department of Labor has advised it takes approximately two weeks to complete the registration process.
- ✓ SF-33/SOLICITATION, OFFER AND AWARD: Item No. 9 for the Time, Date, and Place bids are due
- ✓ I.16/FAR 52.219-6/NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAY 2001)
- ✓ L.17/BID INSTRUCTIONS UNDER AN INVITATION FOR BIDS FOR SUPPLY-TYPE ITEMS(S) USING AWARD SF-33
- ✓ L.06/FAR 52.214-7/LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)
- ✓ Clause No. L.23/CUT-OFF DATE FOR QUESTIONS

It would be beneficial to Southwestern if you would complete and return the "Intention To Bid" form provided in Section J.02 as Attachment 3 by July 13, 2001. Returning the completed "Intention To Bid" form will let Southwestern be advised as to whether adequate competition can be expected. The necessary forms for the bid submission are enclosed. The solicitation excluding drawings and any amendments issued will be made available at the Internet address <http://www.swpa.gov> under the icons "Acquisitions" and "Solicitations for Contracts." As stated in L.23/CUT-OFF DATE FOR QUESTIONS, you must submit your questions with regard to the contents of the solicitation, in writing, by July 5, 2001.

If you have any questions, I may be contacted at telephone no. (918) 595-6660, facsimile no. (918) 595-6656, or at johnsonp@swpa.gov.

Sincerely,

Pauletta Johnson
Contracting Officer
Division of Acquisition, Property, Real
Estate & Administrative Services

SOLICITATION NO. DE-FB75-01SW51741

VAN BUREN SWITCHING STATION & COE R.S. KERR DAM

RELAY DUPLEX SWITCHBOARD REPLACEMENTS

RESTRICTED - SMALL BUSINESS SET-ASIDE



U.S. DEPARTMENT OF ENERGY

SOUTHWESTERN POWER ADMINISTRATION

ONE WEST THIRD

TULSA, OKLAHOMA 74103-3519

**PAULETTA JOHNSON
CONTRACTING OFFICER**

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (115 CFR 350)		RATING	PAGE OF 1 * 243 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DE-FB75-01SW51741	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/19/01	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U. S. Department of Energy Southwestern Power Administration One West Third Street Tulsa, Oklahoma 74103-3519		8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Energy Southwestern Power Administration One West Third Street Tulsa, Oklahoma 74103-3519			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" or "bidder."

SOLICITATION

9 Sealed offers in original and two copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in One West Third, 14th Floor, Tulsa Oklahoma until 2:00pm local time 07/19/01.
(hour) (date)

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <	A. NAME PAULETTA JOHNSON	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (918) 595-6660
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME and ADDRESS of OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE:
--	--	---------------	-----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> ~ 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN < (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Pauletta Johnson		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form 33, or by other authorized official written notice.

PART I - THE SCHEDULE
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NAME OF OFFEROR OR CONTRACTOR:					
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
B.01	Items Being Acquired/Total Price The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:				
0001	Remove Duplex Switchboard Sections 1, 2, 3, 4, 5 & 6 at Van Buren Switching Station	1	JOB		\$ _____
0002	Furnish and Install New Duplex Switchboard Section 1 and Perform Modifications as Required by the Specifications and Drawings at Van Buren Switching Station	1	JOB		\$ _____
0003	Furnish and Install New Duplex Switchboard Section 2 and Perform Modifications as Required by the Specifications and Drawings at Van Buren Switching Station	1	JOB		\$ _____
0004	Furnish and Install Cable Tray System at Van Buren Switching Station	1	JOB		\$ _____
0005	Furnish New Duplex Panel and Miscellaneous Materials as Required by the Specifications and Drawings for R.S. Kerr Dam	1	JOB		\$ _____
	TOTAL FIRM-FIXED PRICE				\$ _____ =

PART I - THE SCHEDULE
SECTION C - DESCRIPTION/SPECIFICATIONS

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<u>CLAUSE NO.</u>	<u>TITLE OF CLAUSE</u>
C.01	STATEMENT OF WORK

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS

C.01 **STATEMENT OF WORK**

The Statement of Work is located in this section of this document.

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1 GENERAL REQUIREMENTS

1.1 Requirements

1.1.1 Description of Work

The principal components of the work situated at Southwestern Power Administration's (Southwestern) Van Buren Switching Station and Corps of Engineer's (COE) R.S. Kerr Dam include the following:

1.1.1.1 Van Buren Switching Station:

Replace six (6) duplex switchboard sections with two (2) new sections. Perform modifications, add cables, and add materials as required by the drawings.

1.1.1.2 R.S. Kerr Dam:

Provide one (1) duplex switchboard panel and miscellaneous materials as required by the Southwestern-furnished drawings. Installation of this panel will be performed by the COE.

1.1.2 Submittals

Southwestern will require thirty (30) calendar days for review of drawings or catalog data sheets submitted by the Contractor, and this review time will apply to each separate submittal or resubmittal whether drawings or catalog data sheets are stamped by Southwestern "NO EXCEPTIONS NOTED", "EXCEPTIONS NOTED", or "RETURNED FOR CORRECTION". The thirty (30) calendar days required for review of drawings or catalog data sheets submitted or resubmitted for review will include the date drawings or catalog data sheets are received by Southwestern and will extend through the date of return mailing to the Contractor.

See Attachment B/DOE F1332.1 REPORTING REQUIREMENTS CHECKLIST WITH CONTRACTOR'S SUBMITTALS DISTRIBUTION LIST of Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS for specific submittal requirements.

1.1.3 Performance of Work

1.1.3.1 Commencement of Control Work

No control board or outdoor equipment wiring shall be performed by the Contractor until the Contractor receives Southwestern-furnished wiring diagrams.

1.1.3.2 Outage Restrictions

The switching station is under Southwestern jurisdiction and subject at all times to Southwestern's standard operating procedures and regulations. Provisions will be made to deenergize only those buses and circuits necessary to accomplish the work. Southwestern will give outages based on system operating conditions at the time outages are requested. Time and length of outages will be at Southwestern's discretion. Certain operating facilities will be released only at prescheduled times in order to maintain continuity of commercial electrical service. If the buses and circuits are not placed in service at the end of the scheduled outages, appropriate legal remedies will be sought by Southwestern.

Outages during peak load, when Southwestern's customers' power demands are very high due to the weather, will not be permitted. Southwestern's peak loads are normally between June 15 and September 15 and between December 15 and March 15, but the peak load is dependent upon actual operating conditions and not specific days of the year.

An outage which is requested during or near to Southwestern's peak load period cannot be guaranteed. All installations should be scheduled before Southwestern's peak load periods in order to complete work on this project in a timely manner. No claims for extra compensation will be considered due to the Contractor's inability to obtain outages under normal operating conditions of Southwestern's system. Claims for extra compensation will only be considered under abnormal operating conditions as determined by Southwestern.

The outage procedure shall be planned to minimize outage time. Temporary relay racks will be provided by Southwestern at the site. The Contractor shall provide one (1) electrician to assist Southwestern with installation and removal of the temporary relay racks.

1.1.4 Contractor's Program

1.1.4.1 Submittal Time

The contractor's program shall be submitted as indicated in Attachment B/DOE F1332.1 REPORTING REQUIREMENTS CHECKLIST WITH CONTRACTOR'S SUBMITTALS DISTRIBUTION LIST in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.

1.1.4.2 Detail

The Contractor's Program shall show in detail the Contractor's schedule of operations and shall provide for orderly performance of the work. The Contractor's Program shall show the following:

1. Sequence of operations.
2. Outdoor equipment delivery dates.
3. Switchboard fabrication date.
4. Switchboard factory testing date.
5. Switchboard delivery date.
6. Switchboard installation date.
7. All items listed in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Attachment B/DOE F1332.1 REPORTING REQUIREMENTS CHECKLIST WITH CONTRACTOR'S SUBMITTALS DISTRIBUTION LIST.

1.1.5 Definitions

In addition to the terms and abbreviations covered in Section 1.2.3/Reference Specifications and Standards, the terms and definitions listed below apply.

- "Approved" or "approval" as used herein shall mean approved by the COR except where another specific authority is designated.
- "CLIN" as used herein shall refer to the contract line items.
- "CO" as used herein shall mean the Contracting Officer.
- "COE" shall mean the US Army Corps of Engineers.
- "Southwestern" means Southwestern Power Administration.
- "COR" as used herein means the person duly appointed as the Contracting Officer's Representative by the Contracting Officer, Southwestern Power Administration.
- "Inspector" as used herein means the Southwestern person appointed and given authority to inspect the work for quality and compliance with the plans and specifications.

- "Material" or "materials" as used herein to denote items furnished by the Contractor or by Southwestern means machinery, equipment, components, products, or any other item incorporated in the work.
- "Or equal" as used herein means that a Contractor may furnish a Southwestern approved "equal" item. See Clause No. H.18/EQUIVALENT ITEMS of Section H/SPECIAL CONTRACT REQUIREMENTS.
- "Provide or providing" as used herein shall mean furnish and install or furnishing and installing, including all labor and materials to construct or install an item complete and ready for use.
- Where "provide", "install", "furnish", "repair", or words of similar import are used, it shall be understood that reference to the Contractor is intended unless specifically indicated otherwise.
- "Section" as used herein means all written text designated by a section number (e.g., 1.1.3) and includes all subsections (e.g., 1.1.3.1) under the referenced designation.

1.2 Materials

1.2.1 General

All materials for completing the work shall be furnished, except materials furnished by Southwestern, as noted on the materials lists. Materials shall be new and of current manufacture.

1.2.2 Substitution of Materials

The specified type and grade of materials from any source, shall be provided. If the specified materials are not available, substitute materials, approved by the COR in writing, may be used. Credit adjustment will be made to Southwestern if the substitute materials cost less to the Contractor than the materials specified.

1.2.3 Reference Specifications and Standards

1.2.3.1 General

Reference to Federal Specifications, Federal Standards, American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), and other standard specifications and codes shall be to the latest editions or revisions in effect on the contract award date, including any amendments or supplements. These specifications shall govern

if requirements in a referenced specification, standard, or code conflict with these specifications. If materials are not specified by Federal, ANSI, ASTM, or other standards or codes, materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the referenced specifications are not specified in these specifications, material furnished will be acceptable if in accordance with any one of the types, grades, or options offered.

1.2.3.2 Obtaining Federal Specifications

The Contractor shall obtain copies of Federal Specifications at Business Service Centers of Regional Offices of the General Services Administration.

1.2.3.3 Obtaining Other Specifications

Specifications, standards, and codes published by associations or other standardizing agencies shall be obtained directly from those agencies.

1.2.3.4 Addresses

Abbreviations for associations and standardizing agencies are listed below.

Federal Specifications and Standards
Specifications Activity, Building 197
Washington Navy Yard
General Services Administration
Washington, DC 20407

Military Specifications and Standards
Naval Publications and Forms Center
5801 Tabor Avenue
Philadelphia, PA 19120

AA-Aluminum Association
818 Connecticut Avenue, N.W.
Washington, DC 20006

AAMA-Architectural Aluminum Manufacturers Association
35 East Wacker Drive
Chicago, IL 60601

AASHTO-American Association of State Highway
and Transportation Officials
444 North Capitol Street, N.W., Suite 225
Washington, DC 20001

ACI-American Concrete Institute
P.O. Box 19150
Redford Station
Detroit, MI 48219

AISC-American Institute of Steel Construction, Inc.
400 North Michigan Avenue
Chicago, IL 60611

AISI-American Iron and Steel Institute
1000 16th Street, N.W.
Washington, DC 20036

ANSI-American National Standards Institute
1430 Broadway
New York, NY 10018

APA-American Plywood Association
7011 South 19th Street
Tacoma, WA 98466

ASHRAE-American Society of Heating, Refrigeration
and Air-Conditioning Engineers, Inc.
345 East 47th Street
New York, NY 10017

ASME-American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017

ASTM-American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

AWI-Architectural Woodwork Institute
2310 South Walter Reed Drive
Arlington, VA 22206

AWPA-American Wood-Preservers' Association
7735 Old Georgetown Road
Bethesda, MD 20014

AWS-American Welding Society, Inc.
2501 N.W. Seventh Street
Miami, FL 33125

AWWA-American Water Works Association, Inc.
6666 West Quincy Avenue
Denver, CO 80235

BIA-Brick Institute of America
1750 Old Meadow Road
McLean, VA 22102

BuRec-Bureau of Reclamation, Engineering and Research Center
Denver Federal Center, Building 67
Denver, CO 80225

CFR-Consumer Product Safety Commission
Washington, DC 20207

EPA-Environmental Protection Agency
Washington, DC

FM-Factory Mutual System
1151 Boston-Providence Turnpike
Norwood, MA 02062

GSA - General Services Administration
(for Oklahoma and Arkansas)
819 Taylor Street
Ft. Worth, TX 76102

GSA - General Services Administration
(for Missouri only)
1500 East Banister Road
Kansas City, MO 64136

IEEE-Institute of Electrical and Electronic Engineers
345 East 47th Street
New York, NY 10017

IES-Illuminating Engineering Society
345 East 47th Street
New York, NY 10017

ICEA-Insulated Cable Engineers Association
P.O. Box P
South Yarmouth, MA 02664

NACE-National Association of Corrosion Engineers
1440 South Creek Drive
Houston, TX 77084

NEC-National Electrical Code
National Fire Protection Association
Battery March Park
Quincy, MA 02269

NEMA-National Electrical Manufacturers Association
2101 L Street, N.W.
Washington, DC 20037

NESC-National Electrical Safety Code
Institute of Electrical and Electronic Engineers
345 East 47th Street
New York, NY 10017

NFPA-National Fire Protection Association
Battery March Park
Quincy, MA 02269

NFOPA-National Forest Products Association
1619 Massachusetts Avenue, N.W.
Washington, DC 20036

NSF-National Sanitation Foundation
Box 1468
Ann Arbor, MI 48106

OSHA-Occupational Safety and Health Administration
3rd and Constitution Avenue
Washington, DC 20210

PCA-Portland Cement Association
Old Orchard Road
Skokie, IL 60076

PS-Product Standard
U.S. Department of Commerce
Washington, DC 20203

RIS-Redwood Inspection Service
One Lombard Street
San Francisco, CA 94111

SAE-Society of Automotive Engineers
400 Commonwealth Drive
Warrendale, PA 15096

SDI-Steel Deck Institute
Box 3812
St. Louis, MO 63122

SJI-Steel Joist Institute
1703 Parham Road, Suite 204
Richmond, VA 23229

SMACNA-Sheet Metal and Air-Conditioning Contractors
National Association, Inc.
8224 Old Court House Road
Tysons Corner
Vienna, VA 22180

SSPC-Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, PA 15213

TCA-Tile Council of America, Inc
Box 326
Princeton, NJ 08540

TPI-Truss Plate Institute
1800 Pickwick Avenue
Glenview, IL 60025

UBC-Uniform Building Code
International Conference of Building Officials
5360 South Workman Mill Road
Whittier, CA 90601

UL-Underwriters' Laboratories
333 Pfingsten Road
Northbrook, IL 60062

UPC-Uniform Plumbing Code
International Association of Plumbing and Mechanical Officials
5032 Alhambra Avenue
Los Angeles, CA 90032

WWPA-Western Wood Products Association
1500 Yeon Building
Portland, OR 97204

1.3 Local Conditions

1.3.1 Rights-of-Way

Southwestern shall grant the Contractor access to federal lands and easements for performance of the work. This access includes ingress and egress to the work over approved routes established by Southwestern. The Contractor shall be liable for and indemnify Southwestern against any and all loss, claims, or suits (including costs and attorneys' fees) for or on account of injury to or death of persons, damage to or destruction of property belonging to either Southwestern or others occurring by reason of the act or negligence of the Contractor, Contractor's employees, or agents in connection with or arising from the work.

1.3.2 Use of Federal Lands and Easements for Installation Purposes

All Contractor-owned equipment and materials shall be removed from Government-owned land within two (2) weeks after completion of the project.

1.3.2.1 Contractor's Investigations

The condition and availability of public and private roads and clearances, restrictions, bridgeload limits, bond requirements, and other limitations that may affect transportation and ingress and egress at the jobsite shall be investigated by the Contractor. Unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time.

1.3.3 Use of Private Land for Installation Purposes

If private land including lands over which Southwestern has easements is used, all necessary arrangements shall be made with the owner and all rentals or other costs shall be paid by the Contractor.

1.3.4 Protection of Existing Installations

1.3.4.1 General

The location of buried conduit, pipe, cable, ground mat, and other buried items shall be obtained by the Contractor prior to performing any excavation in the existing installation. Proper methods shall be used for protecting existing installations during excavating and backfilling operations and when installing equipment and materials.

1.3.4.2 Protective Installations

Protective installations shall permit operation of existing equipment and facilities while installation work is in progress. All protective installations shall be removed after they have served their purpose. Materials furnished by the Contractor to provide protection shall remain the Contractor's property.

All holes made in or under a security fence and/or barricade (permanent and temporary) shall be secured by the Contractor and inspected and approved by the Inspector prior to the end of each workday or termination of work at the site.

No materials or vehicles are allowed within 3.05 m (10 feet) of security construction fences. This includes temporary fences at the jobsite and laydown area.

1.3.4.3 Method of Cable Location

Prior to starting excavation in an energized substation, a plan shall be submitted to the COR, for approval, giving proposed methods of locating existing buried cable. The plan shall include methods of identifying subsurface cable installations within the work area and methods of surface marking of cable locations and line of excavation. When locating cable, wires shall not be loosened or removed from the terminals and signals shall not be induced into the control circuit. The substation shall remain operational at all times and the methods used for cable location shall not interfere with operation of the substation. Excavation will not be allowed until cable location has been marked on the ground and the COR has acknowledged receipt of a marked print showing the cable location.

1.3.5 Electric Power for Installation Purposes

Electric power will be available at no cost. The Contractor may furnish power for operations by other means. Power made available by Southwestern will be delivered as single phase, 60 Hz, AC at approximately 120 volts. The available power is limited by 20 amp breakers. The Contractor shall coordinate with the COR to establish electric power service.

1.3.6 Water for Installation Purposes

Water for all purposes shall be furnished by the Contractor, who shall arrange for obtaining the water and providing for conveyance of the water to the points of use.

1.3.7 Sanitation Facilities

Chemical toilet facilities at locations approved by the COR shall be provided by the Contractor. Contractor personnel shall not use the permanent facilities in the Southwestern substations.

1.3.8 Telephone Service

Contractor shall arrange for telephone service required for the Contractor communications. Contractor personnel shall not use the telephones in the Southwestern substations.

2 **ELECTRICAL**

2.1 Electrical - General

2.1.1 Electrical Installation

2.1.1.1 General

Requirements for the electrical features furnished and installed under these specifications shall be in accordance with this section. The electrical installation drawings listed in Section 3/Drawings, show the typical installation contemplated.

Unless otherwise indicated on the drawings or Section 1.2.1/General, the Contractor shall furnish all electrical materials and equipment; install and remove, modify, and reinstall electrical materials and equipment as required; and make the electrical installation complete and ready for service, as shown on the drawings and as described in these specifications. The Contractor shall provide marked drawings to show "as-built" conditions as indicated in Attachment B/DOE F1332.1 REPORTING REQUIREMENTS

CHECKLIST WITH CONTRACTOR'S SUBMITTALS DISTRIBUTION LIST in
Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.

2.1.1.2 Equipment and Materials

Electrical equipment and materials shall be as specified on the drawings and in accordance with the NEMA, ANSI, IEEE, ICEA, and ASTM Standards; the NEC; the Federal Specifications; the NESC; and the Standards of the Underwriters' Laboratories, Inc., as applicable. Only new electrical equipment of current manufacture shall be furnished. In addition, the electrical equipment and materials shall be in accordance with the requirements of the following sections. All units of measurement shall be in accordance with the International System of Units (SI) or SI, English units (U.S. Customary System). All data, drawings, and nameplates shall be in English language.

If the Contractor-furnished electrical equipment and materials are of such size, type, ratings, or other physical properties that changes are required in the designs shown in these specifications, it shall be the responsibility of the Contractor to effect all changes necessary as required and approved by the COR without additional compensation, unless the Contractor can show that the changes are necessary regardless of the manufacturer.

The location of equipment shall be subject to Southwestern approval.

2.1.1.3 Installation

All electrical installations, assembly operations, and adjustments shall be in accordance with this section.

The following order of precedence shall apply. In the event of conflicting requirements, the most stringent requirement shall prevail.

1. These specifications.
2. The drawings included in these specifications.
3. The latest edition of "National Electrical Code" and "National Electrical Safety Code".
4. The adopted electrical code of the State in which the installation is located. The Contractor shall cooperate with any agency designated by that State to inspect the electrical installation for conformance with the applicable State code.

Installation of the electrical equipment shall be in accordance with the directions furnished by the manufacturer's instruction books and erecting engineers.

The Contractor shall correct by repair or replacement all damage or failure of any part of the items of material and equipment caused by faulty installation, faulty mechanical assembly, or mishandling.

All design, installation details, and materials not specifically covered in these specifications or in reference standards shall be subject to the approval of the COR.

The Contractor shall assemble components of all equipment including Southwestern-furnished equipment, such as supporting structures, which are furnished disassembled.

The Contractor shall repair all damaged painted and galvanized surfaces. The repair of damage to existing installations shall be in accordance with Section 1.3.4/Protection of Existing Installations.

The Contractor shall replace any insulating oil which is contaminated by faulty handling and shall be responsible for disposal of contaminated oil in accordance with local, State, and Federal regulations.

All applicable prints of manufacturer's drawings of Southwestern-furnished electrical equipment will be furnished to the Contractor.

The Contractor shall make all electrical wire, cable, conduit, and grounding connections and furnish all miscellaneous materials which are required for making these connections.

2.1.14 Marking

The Contractor shall mark all electrical equipment to be designated with the assigned designations, either by painting or by nameplate.

2.1.15 Tools

Special tools and appliances furnished by the manufacturer for maintenance and adjustment of manufacturers' electrical equipment shall become the property of Southwestern. The Contractor shall furnish all additional tools and equipment as necessary to install, adjust, and check the operation of the electrical equipment in accordance with these specifications and the manufacturer's recommendations.

2.1.16 Related Items of Work

Payment for the various items of electrical equipment and materials will be made at the applicable unit or lump-sum prices. The prices shall include the costs of the following:

1. Preparing for storage of existing equipment removed and not reinstalled.

2. Furnishing drawings and data.
3. Furnishing apparatus necessary to perform tests specified herein.
4. Testing and providing assistance for Southwestern or COE testing as required.
5. Transporting and storing equipment and materials.
6. Assembling, adjusting, leveling, and installing equipment.
7. Painting equipment and materials.
8. Furnishing and installing all brackets, fastenings, bolts, nuts, lockwashers, and other accessories, and drilling holes in steel structures, as required for mounting or installing electrical equipment and materials.
9. Furnishing materials for marking assigned designations on all electrical equipment to be designated.
10. Handling spare parts to electrical equipment which requires spare parts.
11. Furnish to Southwestern all special tools and appliances supplied by each manufacturer for maintenance and adjustment of Contractor-furnished equipment.
12. Making all control, metering, and relaying connections, and furnishing all miscellaneous materials which are required for making these connections to electrical equipment. The Contractor shall estimate the number of connections to be made to the equipment based on prior knowledge or experience with similar equipment. No additional compensation will be allowed the Contractor in the event that actual connections exceed the number estimated at the time of bidding.

2.1.2 Acceptance Tests

During a period of time agreed to by the Contractor and the COR, representatives of the Contractor and the COE or Southwestern shall make arrangements for a complete check of the wiring of the entire installation. During this period, the Contractor shall process the checkout to completion, shall retain full responsibility for the removal and replacement of any wiring connections as required in processing of the checkout, and shall make any wiring changes which are necessary for proper functioning of the installation.

The Contractor shall replace all wiring, instruments, and equipment which are damaged in the checkout process, unless this damage results from the negligence of the COE or Southwestern as determined by Southwestern. Wiring checkout shall include the insulation and continuity test of all cables and conductors installed by the Contractor. The insulation and continuity tests shall be made after identification tags and sleeves have been installed. Contractor shall have competent and experienced personnel at the site processing the checkout.

After any phase of the work has been completed, including the above wiring checkout, the installation will be tested and operated, by and at the expense of Southwestern. The tests may be witnessed by the Contractor or Contractor's representative.

Final payment under the contract will not be made until these tests are completed and the COR has determined that the requirements of these specifications have been fulfilled; provided, that if Southwestern, through no fault of the Contractor or of the materials furnished by the Contractor, and except for acts of nature or forces beyond Southwestern's control, is delayed in making the acceptance tests beyond a period of thirty (30) calendar days from the date of final completion of the installation of all equipment, payment of the balance due under the contract will be made at the end of the thirty (30) calendar-day period.

The Contractor shall furnish certified copies of all test reports as indicated in Attachment B/DOE F1332.1 REPORTING REQUIREMENTS CHECKLIST WITH CONTRACTOR'S SUBMITTALS DISTRIBUTION LIST in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS. Test reports shall include complete test data on all tests, detailing type of test performed, data, tests performed by, equipment tested, failure or unusual results, missing equipment, and corrective measures taken. The cost of performing all tests shall be borne by the Contractor and included in the bid price.

2.2 Electrical Raceway System

2.2.1 General

Conduit accessories shall include conduit fittings, bushed elbows, nipples, chase nipples, connectors, reducers, outlet bodies, outlet body extensions, steel boxes, caps, locknuts, bushings, pull boxes, junction boxes, junction box extensions, sealing varnish, threaded joint compound, expansion couplings, liquid-tight conduit fittings, materials for sealing the ends of conduits terminating at outdoor equipment, and all other incidentals required to complete the conduit system, and to fasten, clamp, attach, and support conduit in place.

Cable tray systems are defined to include straight sections of ladder type cable trays, bends, tees, elbows, drop-outs, supports and accessories. The work consists of furnishing all necessary labor, materials, equipment and services to install a complete cable tray system as shown on the drawings.

2.2.2 Materials

Materials for the electrical conduit installation shall conform to the following:

1. Steel Conduit: ASTM A53 Schedule 40 galvanized pipe.
2. Rigid Steel Conduit, Zinc Coated: Federal Specification WW-C-581 and ANSI C 80.1.
3. Rigid Metal Conduit: Federal Specification WW-C-540.

4. Electrical Plastic Conduit and Fittings: Schedule No. 40, PVC, in accordance with NEMA Publications No. TC2 and TC3.
5. Tubing, Electrical Metallic: Federal Specification WW-C-563.
6. Flexible Metal Conduit: Federal Specification WW-C-566 for indoor use only. For outdoor use, liquid-tight type flexible metal conduit shall be used.
7. Metal Conduit Fittings: Federal Specifications W-F-406 and W-F-408.
8. Plastic-Coated Conduit: Plastic-coated conduit shall be rigid steel conduit in accordance with Federal Specification WW-C-581, zinc coated, with a factory-applied bonded plastic compound protective coat at least 1.0 millimeter (0.04 inch) thick, placed uniformly around the conduit, and equal to Occidental Coating Co., Canoga Park, California, Ocal-40; Plastic Applicators, Houston, Texas, KorKap; Republic Steel GALVANITE; or Robroy Industries PLASTIBOND. Fittings shall have an equal bonded coating and shall be sleeved to provide a watertight joint.
9. Protective Varnish: Protective varnish shall be General Electric Co., "Glyptal" No. 1201-B; Minnesota Mining and Manufacturing Co., "Scotchkote"; or Westinghouse Electric Corp., No. B-6-614; or equal.
10. Outlet Bodies: Federal Specification W-C-586 and equal to Crouse-Hinds Co. or Appleton Electric Co. outlet bodies.
11. Junction Box, Junction Box Extension, and Junction Box Cover (Steel, Cadmium, or Zinc Coated): Federal Specification W-J-800.
12. Octagon Concrete Rings and Plates: Octagon concrete rings and plates shall be Appleton Electric Co., Types OCR and CCP; or equal.
13. Expansion Couplings: Expansion couplings, where required for installation in conduit systems at expansion and contraction joints, shall be zinc coated and a watertight type. For 50 millimeter (2-inch) and smaller metal conduit, couplings shall be equal to Dresser Manufacturing Co.'s Type 38. Expansion couplings for plastic conduit shall be equal to Carlon Electrical Products "PV-Duit" fittings.
14. Embedded Sheet Steel Pull Boxes: Embedded sheet steel pull and junction boxes, where indicated on the drawings to be furnished, shall be not less than 3.5 millimeter (10 gage), shall be thoroughly cleaned, and shall have a primer coat of red vinyl-resin paint and a final coat of gray vinyl-resin paint.

15. Fabricated Sheet Steel Boxes and Cabinets: Large junction and conduit boxes, excluding outlet boxes to contain wiring devices or to accommodate lighting fixtures, shall be fabricated galvanized finish. Covers shall be attached to boxes with bronze, brass, or stainless steel screws or bolts. Any installed boxes exposed to the weather shall be of weather-resistant, watertight construction, and covers for such boxes shall be provided with gaskets.
16. Sealing Material: Sealing material for sealing the ends of conduits terminating at boxes or panelboards shall be equal to "Duxseal" as manufactured by Manville Corporation or "Isofoam PE-2" as manufactured by Isocyanate Products, Inc.
17. Concrete Cable Splice Boxes: Cable splice boxes shall be equal to Brooks Products, Inc., No. 67T body with a bolt-down steel cover.
18. Adhesive: Adhesive for joining plastic conduit shall be in accordance with the conduit manufacturer's recommendations.

2.2.3 Installation

Install all conduit and make all conduit connections to equipment. Conduit shall be installed complete with necessary fittings and supports. Bends shall be gradual and smooth to permit the pulling of insulated electrical wires and cables without undue stress or damage to the insulated electrical wires and cable sheath, or to the conduit. Conduit runs and bends shall be entirely free from kinks, indentations, or flattened surfaces. Unless otherwise indicated, metal conduit bends made in the field shall have not less than the minimum radii in accordance with the National Electrical Code, or as otherwise shown on the drawings, and shall be bent cold to prevent damage to the protective coating. No factory bends shall be used except when permitted by the COR. Burrs and sharp corners at the ends of each piece of metal conduit shall be removed.

Male threads of rigid metal conduit joints shall be coated with a suitable graphite or zinc sealing material before making joints and shall be tightened securely to prevent the entrance of moisture or any other foreign material.

For steel conduit, the completed joints, terminations, wrench marks, and all other places where the zinc covering is damaged shall be completely covered with a protective varnish to provide protection from corrosion. All embedded joints in nonmetallic conduit shall be tightened securely and permanently sealed to prevent the entrance of any foreign material.

Bushings and chase nipples, or bell ends shall be installed on the ends of conduit to protect the insulation or sheath of the wires or cables from abrasion. Locknuts and bondnuts shall be installed on metal conduit to provide tight ground connections between conduit and boxes, panelboards, and cabinets.

Ends of conduits terminating at outdoor boxes, panelboards, or cabinets shall be sealed with an approved sealing material to prevent air circulation from the conduit into such boxes, panelboards, or cabinets.

Unless otherwise directed by the inspector, the exposed conduit runs shall be straight and shall be parallel with each other and with the centerlines of the structure where they are located. Unless otherwise specified or directed, exposed conduits shall be rigidly supported at intervals of not more than 1500 millimeters (5 feet). Installation of exposed conduit shall include, where required, the drilling of holes in bottom and top enclosures or plates and in side enclosures of control and station service and other electrical equipment. All exposed conduit shall be tightened securely and shall be supported rigidly in place, and all connections to outdoor boxes shall be watertight.

Metal conduit connecting to PVC conduit shall utilize the manufacturer's recommended PVC-to-metal adapter and joining cement.

Conduits rising to electrical equipment shall be tightened securely and shall be supported rigidly in place by the use of approved conduit clamps, hex head nuts, and a threaded 9.525 millimeter (3/8 inch) stud fastener driven by powder-actuated tools as manufactured by Ramset Fastening System, 12100 Berea Road, Cleveland, OH 44111; by Remington Arms Co., Inc., 939 Barnum Avenue, Bridgeport, CT 06608; or by Hilti, Inc., 360 Fairview Avenue, Stamford, CT 06902, or equal.

Bending of plastic-coated conduit shall be made in accordance with the manufacturer's recommendations. Where the manufacturer warns of possible damage to conduit or plastic coating when bending the larger sizes of plastic-coated conduit, factory bends shall be used.

In addition to the above requirements, nonmetallic conduit shall be installed in accordance with the applicable requirements of NEMA Publication No. TC2, including appendix A.

2.2.4 Cable Trays

The drawing, 1008-E3101, indicates the general route of the cable tray system. Accuracy is not guaranteed and field verification of all dimensions and routing is required. The contractor shall provide metal cable trays of types, classes and sizes as indicated on the drawing with all necessary splice plates, bolts, nuts and washers for connecting the units. Cable trays shall be installed in accordance with equipment manufacturer's instructions and recognized industry practices.

2.2.4.1 Cable Tray Sections

Ladder type trays shall be aluminum and consist of two longitudinal members (side rails) with transverse members (rungs) welded to the side rails. Rungs shall be spaced 6 inches on center. Spacing in radiused fittings shall be 9 inches and measured at the center of the tray's width. Rungs shall have a minimum cable-bearing surface of 7/8 inch with radiused edges. No portion of the rungs shall protrude below the bottom plane of the side rails. Straight tray sections shall have side rails fabricated as I Beams. All straight sections shall be supplied in standard 12 foot lengths, except where shorter lengths are permitted to facilitate tray assembly lengths as shown on the drawing. Tray widths shall be 24 inches. All fittings must have a minimum radius of 24 inches.

The cable tray shall be capable of carrying a uniformly distributed load of 126 lbs/ft on a 12 foot support span with a safety factor of 1.5 when supported as a simple span. In addition to the uniformly distributed load the cable tray shall support a 200 lb. concentrated load at mid-point of the span and centerline of the tray. Load and safety factors specified are applicable to both side rails and rung capacities.

2.2.4.2 Cable Tray Splice Plates

Splice plates shall be aluminum using four square neck carriage bolts and serrated flange locknuts. Hardware shall be zinc plated or stainless steel. Splice plate construction shall be such that a splice may be located anywhere within the support span without diminishing rated loading capacity of the cable tray.

2.2.4.3 Cable Tray Supports

Cable tray supports shall be placed so that the support spans do not exceed the maximum span indicated on the drawings. Supports shall be constructed from 12 gauge steel formed shape channel members 1-5/8 inch by 1-5/8 inch with necessary hardware such as Trapeze Support Kits (9P-5524-22SH) as manufactured by Cooper B Line or equal. The recommended trapeze hangers are designed for use with 1/2 inch threaded rod (zinc plated) similar to Cooper B Line ATR 1/2. Beam clamps shall be used where trapeze hangers are to be suspended from building steel. Concrete inserts shall be used where applicable. Cable tray supports must be approved by the Contracting Officer's Representative prior to fabrication.

2.3 Insulated Conductors and Cables

2.3.1 General

Installation shall include placement, splicing, and terminating conductors; coiling and taping of spare conductors; and identification, testing, and verification of each circuit, cable, and conductor.

2.3.1.1 Cable Reels

Cable reels shall be stored and handled in a manner which will prevent physical damage to the cable. Cable reels shall be stored on a hard surface to prevent contact between cable insulation and earth due to sinking of the reel. Impact damage between reels shall be prevented by aligning reels flange to flange or by using guards across flanges.

2.3.1.2 Definitions

For the purposes of Section 2.3/Insulated Conductors and Cables of these specifications the following definitions shall apply:

1. Cable: Cable, cables, wire, wires, or conductor.
2. Low Voltage Power Cable: Cable rated 600 volts or less used for power loads, including receptacle outlets, motors, heating, ventilation, and lighting, and cable used for controlling heating, ventilation, and lighting equipment.
3. Control Cable: Cable used for control, alarm, metering, relaying, supervisory, annunciator, and Southwestern identified low-current control circuits and any circuits not identified as power circuits.
4. Indoor Cable: Any cable with its entire length indoors.
5. NEC: National Electrical Code ANSI 70.
6. NESC: National Electrical Safety Code, ANSI C 2.
7. WC Plus a Specified Number: Wire and cable NEMA Publication having specified WC number.

2.3.2 Cable Data

The Contractor shall furnish manufacturer's data as indicated in Attachment B/DOE F1332.1 REPORTING REQUIREMENTS CHECKLIST WITH CONTRACTOR'S

SUBMITTALS DISTRIBUTION LIST in Section J/LIST OF DOCUMENTS,
EXHIBITS, AND OTHER ATTACHMENTS, .

2.3.3 Materials

2.3.3.1 General

All cable shall be in accordance with the NEC and NEMA WC publications as specified. Cables shall be round, except for two-conductor cable with parallel conductors. Conductors shall be Class B or Class C copper and have metric SI square millimeter (mm²) or American Wire Gauge (AWG) designation.

Cable shall be furnished with a certification of date of manufacture. Cable manufactured more than two years prior to the bid opening date shall not be furnished.

2.3.3.2 Low Voltage Power Cable

Indoor power cable for circuits rated at 600 volts or less shall be NEC Type XHHW, shall be UL approved, and shall bear UL label "XHHW" on outer surface per NEC.

2.3.3.3 Control Cable

Unless otherwise indicated, cables for all control, alarm, and relaying circuits, except control circuits for heating, ventilating, and lighting shall be 600 volt insulated, multiconductor type and suitable for installation in trays, direct burial, and general use. Individual conductors shall be insulated with ethylene-propylene rubber insulation and color coded in accordance with ICEA Method I (S-66-524), NEMA WC-7, Appendix K, Table K-1, as shown in Table 2-2. Insulation thickness shall be at least 750 micrometers (30 mils). The cable shall have a binder tape and overall jacket. The overall jacket shall be PVC or polyethylene. Jacket thickness shall be in accordance with Table 2-3. The cable shall be flame retardant in accordance with IEEE 383, "Vertical Flame Test".

Table 2-2
Control Cable Color Code

Conductor		Conductor	
<u>No.</u>	<u>Color</u>	<u>No.</u>	<u>Color</u>
1	Black	12	Black/White Stripe
2	White	13	Red/White Stripe
3	Red	14	Green/White Stripe
4	Green	15	Blue/White Stripe
5	Orange	16	Black/Red Stripe
6	Blue	17	White/Red Stripe

Table 2-2
Control Cable Color Code
(Continued)

Conductor		Conductor	
<u>No.</u>	<u>Color</u>	<u>No.</u>	<u>Color</u>
7	White/Black Stripe	18	Orange/Red Stripe
8	Red/Black Stripe	19	Blue/Red Stripe
9	Green/Black Stripe	20	Red/Green Stripe
10	Orange/Black Stripe	21	Orange/Green Stripe
11	Blue/Black Stripe		

Table 2-3
Jacket Thickness

Conductor Size			Jacket Thickness	
<u>(AWG)</u>	<u>(mm²)</u>	<u>Number of Conductors</u>	<u>(mils)</u>	<u>(millimeters)</u>
12	3.31	4, 5	.045	1.14
12	3.31	6 through 12	.060	1.52
10	5.26	4 through 9	.060	1.52
10	5.26	12	.080	2.03

2.3.4 Installation

2.3.4.1 General

The Contractor shall install all cables in accordance with the drawings, the requirements of these specifications, and NESC, NEC, and OSHA requirements where applicable. Installation shall include placement, terminating conductors, coiling and taping of spare conductors, and identification, testing, and verification of each circuit, cable, and conductor. Installation of cable in existing trays shall also include removal and replacement of existing cable tray covers. All runs, connections, soldering, taping, and tagging of insulated conductors shall be made subject to approval of the COR. After all insulated conductors are installed and all equipment, devices, and fixtures have been connected, acceptance tests shall be conducted in accordance with Section 2.1.2/Acceptance Tests.

The Contractor shall complete the installation, including connecting to and extending existing circuits where required. Sufficient length shall be left at the end of cable to make connections conveniently to equipment, fixtures, and devices. Spare single conductors at each end of a multiconductor cable shall be retained in a length equal to that of the longest single conductor of the multiconductor cable. All conductors in current transformer cable shall be retained in sufficient length to reach the farthest terminal used to select current

transformer ratios. At the termination of each multiconductor cable, the conductors shall be formed into neat packs and laced or tied. All circuits not installed in conduit and consisting of two or more single conductors shall be tied together at 3000 mm (10 foot) intervals by self-locking cable ties.

The self-locking cable ties shall be Thomas and Betts molded Zytel No. 101 nylon "TYRAP" or equal.

2.3.4.2 Cable Pulling

The Contractor shall install all cable without exceeding the maximum allowable pulling tensions and sidewall pressures as recommended by the cable manufacturer.

Gradual and uniform pulling stresses only will be permitted on cable. Where a lubricant is needed as an aid to pulling cable, only cable lubricants recommended by the cable manufacturer and approved by the COR shall be used. Any cable damaged during installation shall be removed and replaced with equivalent cable at the Contractor's expense.

2.3.4.3 Splices

No splices shall be permitted.

2.3.4.4 Terminations

Solderless-type nylon covered lugs and connectors shall be used for joining or connecting cables to terminal blocks or devices. All terminations of wire 8.37 mm² (8 AWG) and smaller shall be made with preinsulated pressure-crimp-type terminal connectors with ring tongues and shall be AMP "Plastic-Grip" terminals manufactured by Aircraft Marine Products, Harrisburg, PA, or equal. Compression tool shall be type which assures complete compression before jaws will release, Thomas & Betts, "ShureStake", or equal.

All connectors shall be suitable for use on the particular conductor on which the connector is used.

Connections of control or instrumentation cable to terminal blocks:

- Stranded conductors: Install crimp connectors in accordance with manufacturer's recommendations.
- Solid conductors: Form loop in conductor to wrap around terminal screw.

2.3.4.5 Circuit Markers

Mark each end of every cable installed with a tag fastened securely and bearing the cable number shown on the cable sheets and wiring diagrams.

Type of marker: See Material List Drawing. 1008-E1303

2.3.4.6 Conductor Markers

Provide identifying sleeve on both ends of conductors of control and instrumentation cables at terminations in panels, boxes, and equipment showing wire designation.

The sleeve shall be PVC or similar material, fitted over the conductor ends prior to the installation of the connector.

- Provide sleeve material in tubular lengths designed for stamping and cutting to length on site.
- Provide equipment to fabricate and mark sleeves. Hand-marked sleeves not acceptable.
- Size sleeve tubing per conductor gage. Sleeves for use with other conductor sizes are not acceptable.
- Heatshrink sleeve to conductor per manufacturer's recommendations.

Manufacturer: See Material List Drawing. 1008-E1303, or equal.

2.3.4.7 Connectors for Control and Instrumentation Cable

Connect stranded copper conductors to terminal blocks in equipment using preinsulated, crimp connectors, ring-tongue type, Thomas & Betts "Sta-kon", Panduit Corp. "Pan-Terminals", or equal.

Connect cable shield with cable shield connector (See Material List Drawing. 1008-E1303).

2.3.4.8 Cable Support

All cable installed in a vertical plane or in an inclined plane shall be supported by means of approved cable grips, including hooks, and installed with slack spans between supports. All cable entering equipment shall be securely clamped by means of approved commercial cable clamps. When cables are installed in sleeves under equipment, the openings shall be blocked with foam rubber material approved by the COR. Where cables pass through sleeves or blockouts, urethane foam equal to Isofoam PE-2 may be used in lieu of clamps or woven grips for supporting cables or in lieu of foam rubber for blocking openings.

Panelboard and switchboard wiring shall be permanently supported and clamped to prevent loosening or shifting.

2.3.5 Acceptance Tests

All insulated conductors shall be electrically tested after placement. All circuits shall be tested with the circuit complete except for connections to equipment. All splices and terminal connector attachments shall be complete prior to testing.

In addition to the tests performed after cable placement is complete, continuity tests and insulation tests shall be performed on all supervisory and communication cable before and after each splice is made.

Any circuit failing to test satisfactorily shall be replaced or repaired and then retested.

All equipment and labor required for testing shall be furnished by the Contractor.

All insulated conductors shall be tested for continuity and conductor identification.

All test procedures and reports shall be in accordance with Section 2.1.2/Acceptance Tests.

2.3.5.1 Continuity Tests

Continuity tests shall include all tests necessary to confirm that each conductor is continuous throughout its entire length.

2.3.5.2 Identification Tests

Identification tests shall include all tests necessary to confirm that the conductor being investigated originates and terminates at the locations designated in the cable sheets or indicated on the drawings.

2.3.5.3 Short-Circuit Tests

Short-circuit tests shall include all tests necessary to confirm that no conductor of a multiconductor cable is short circuited to another conductor in that cable.

2.3.5.4 Insulation Tests

Resistance from ground provided by the insulation on all field installed insulated conductors shall be measured. All insulated conductors, except supervisory and communication cable, rated less than 5,000 volts shall be tested with a 1,000 volt megger

or an equivalent testing device. Insulation resistance measurements shall be made between each conductor and ground and between each conductor and all other conductors of the same circuit. Minimum acceptable resistance values shall be 500 megohms.

2.3.6 Cable Removal

Disconnect existing unused cables at both ends and entirely remove from equipment and raceways when directed by the COR. Coil up each cable and deliver to the Southwestern at the site.

2.4 Control and Relay Panels

2.4.1 Products

2.4.1.1 Materials

All articles, materials, and equipment shall conform to the requirements of the latest applicable specifications and standards and to the additional requirements specified herein. Materials, components, and equipment shall be of high quality, free from defects and imperfections, of recent manufacture and of the classification and grades designated. Material manufactured more than one year prior to bid opening shall not be used. Particular care shall be taken to provide materials and equipment with long life, liberal factors of safety and suitable operating characteristics for the intended use. All materials, components and equipment shall be products of recognized reputable manufacturers. Catalog cuts of materials and equipment shall be submitted for approval when substituting. The devices and equipment used for the same or similar services shall be of the same make and type and shall be interchangeable when of the same rating. Equipment required for the switchboard sections shall include, but not be limited to, all items required by the material lists. Existing installation drawings will have new materials to be provided by the Contractor encircled in clouds. The material lists are as follows:

1008-E1301

1008-E1303

RKD3

2.4.1.1.1 Relays and Switches

Materials shown on the material lists shall be supplied by the Contractor except as noted. The Contractor may furnish materials other than those shown subject to prior approval in writing by the COR. If the Contractor proposes to furnish materials different from those shown on the drawings, he shall mark prints of all affected drawings (including panel layouts, materials lists, schematics, and wiring diagrams) and submit them to both Southwestern and Woodard & Associates for approval in accordance with the Section 2.4.3.1.5/Marked-up Schematic and

Wiring Diagrams. Items noted on the drawings as being furnished by Southwestern will be provided on-site.

2.4.1.1.2 Switchboard Wiring

Switchboard wiring shall be performed with switchboard type stranded No. 14 AWG copper conductor, with gray SIS insulation rated to 600 V service and which passes the IEEE 383 vertical flame test. The stranding for general switchboard wiring shall be class K (7/20) stranded. Current circuits shall be No. 10 with gray insulation.

All terminations of wire shall be made with pre-insulated, pressure-crimp type terminal connectors with ring tongues equal to AMP "Plastic-Grip" terminals manufactured by Aircraft-Marine Products, Harrisburg, Pennsylvania.

A wiring duct system with removable covers shall be provided for the wiring within a panel, between the front and rear panel of a switchboard section, and between adjacent switchboard sections. All wiring within the ducts shall be completely accessible for operation, maintenance, removal, and replacement. The wiring duct system shall be designed with capacity for wire for all devices, present and future, that can practicably be mounted on the panel. The removable covers shall be completely accessible for removal and replacement. No wiring within or external to the ducts shall be attached to the covers.

Exposed wiring shall be kept to a minimum. Where used, exposed wiring shall be formed into compact groups bound together and firmly supported. Exposed wiring shall be run straight, horizontally, or vertically with short-radius right-angle bends. Lockout relay wiring shall be neatly organized to provide access to all terminals for modification and checkout. No unused wiring shall be left in wire bundles or wiring ducts.

Each wire shall be protected from abrasion where it leaves a channel duct. Grommets shall be provided at all holes furnished for wires and cables.

No splices shall be permitted.

All connections shall be made at device studs or terminal blocks. All wiring between various devices shall be performed by the most direct method rather than looping back and forth across the switchboard section. Wiring from a switchboard to other equipment through the cable trench shall be made using multiconductor control cables. Wiring between the front and rear panels of a switchboard section shall be routed from device to device via the overhead cable raceway.

Circuit/conductor designations and destinations as shown on the schematic and wiring diagrams shall be machine lettered on a white sleeve marker.

2.4.1.1.3 Terminal Blocks

Terminal blocks for control wiring shall be rated at least 600 volts and 25 amperes. The blocks shall be molded-block type to accommodate ring lugs one-half-inch wide (diameter) at the terminal screws, and have screws with serrated or grooved contact surfaces or have lock-washers. The blocks shall be furnished with molded insulated barriers between terminals and have a removable white marking strip. The blocks shall have 12 termination points each. Examples of terminal blocks meeting the above requirements are:

- General Electric Company Type EB25A12W
- ABB SN: 3710A95G04

Arrangement and location of the blocks shall be such that incoming and outgoing cables can be supported, and all wiring to the blocks shall be completely accessible without having to remove other devices for accessibility. Adjacent rows of terminal blocks shall be separated at least 6 inches edge to edge.

Terminal blocks shall be provided (quantity as noted on the material list) for each switchboard panel to facilitate interconnections of wiring between adjacent switchboard sections, other switchboards, and outdoor (power) equipment. These blocks shall be mounted on the side-wing panels and be grouped according to the interconnecting cable destination.

Terminal numbers as shown on the schematic and wiring diagrams shall be machine lettered, stamped, engraved, or neatly marked with permanent black ink on the white marking strip on the terminal block.

2.4.1.1.4 Nameplates

Nameplates shall be furnished and mounted as shown on the following switchboard layout and nameplate list drawings:

1008-E1300 1008-E1302 1008-E1304 RKD2 RKD3

All nameplates shall be drilled and screwed to the panel. Adhesive is not acceptable.

2.4.1.2 Construction of Duplex Switchboard Sections and Panels

2.4.1.2.1 Structural and Mechanical Features

The equipment shall have the following structural and mechanical features:

- Rigid, self-supporting, sheet-steel enclosed, dead-front type features.
- Duplex panel with top closure and necessary framing, bracing, and brackets. Side sheets and wire channels shall match those for existing panels. Panel height and width and the side sheet width shall be as shown on the arrangement drawings.
- Panels shall be of especially leveled sheet steel no lighter than No. 11 United States Standard gauge.
- Panels shall be installed using bolted connections behind the panel face, so that the panel may be easily removed.
- Panel edges formed by breaking sheet steel back at 90 degrees. The outside radius shall not exceed 9.5 mm (3/8 inch). Welds, fastenings, and cut edges shall not be visible from the front of the panel.
- A wiring duct system with removable covers, as described in Section 2.4.1.1.2/Switchboard Wiring.
- All rear panels shall be suitable for mounting 483 mm (19 inch) rack mount equipment in the area noted on the drawing and shall include 483 mm (19 inch) rack panels in places so noted. The 483 mm (19 inch) rack area shall be steel reinforced with side mounting rails tapped for 10-32 screws with EIA universal spacing.
- All fasteners shall be in conformance with ASTM specifications.
- The switchboard layout drawings are marked to note space required for future equipment. All new switchboard sections are designed for installation of three breakers and associated line relaying per section. The Contractor will avoid using the space so noted on the layout drawings and avoid mounting equipment such that the future installations would be blocked.

- Bases for new switchboard sections shall be channel, 2 inches high and 3 inches wide, which do not obstruct cable slots. Bases shall be provided with anchor and grout holes where applicable and shall be for surface mounting on the concrete floor. Ends of bases and other openings, if any, shall be covered. Bases shall be bolted to the section, to allow future relocation of the section without moving the bases.

2.4.1.2.2 Electrical Features

The following electrical features shall be furnished:

- Grounding bus shall be copper and in accordance with Section 6.1.2 of the latest ANSI C37.20. The grounding bus, complete with solderless lugs or terminals for connecting a No. 4 AWG grounding cable, shall be located at the bottom of each front and rear panel. The grounding bus shall match existing bus on adjacent panels to facilitate interconnection. A minimum of 8 drilled and tapped holes with 10-32 screws shall be provided in the ground bus for each panel. Space shall be left for at least 8 additional future screws.
- Jumper straps shall be provided for connecting the ground bus to the ground bus on adjacent switchboard sections.

2.4.1.2.3 Paint

All surfaces shall be thoroughly cleaned by sand blasting or shot-blasting before painting. The surfaces shall be given a rust-inhibitive primer coat and two finish coats of enamel. All furnished metal-work shall be suitably wrapped or otherwise protected from damage during shipment and installation. The switchboard shall be prepared for painting by the manufacturer's standard cleaning and priming system. The switchboard exterior shall be painted with semigloss enamel to match the existing switchboard color. It shall be the Contractor's responsibility to ensure that the colors match. The switchboard interior shall be manufacturer's standard white. The Contractor shall provide one quart of paint per panel for future touch-up. The Contractor shall furnish the paint supplier's paint specifications and a paint chip/sample in the switchboard instruction manuals to facilitate future matching of colors. The Contractor shall use lead free base paint on all areas to be painted.

The Contractor shall repair any marks or scratches that occur during installation and final checkout.

2.4.1.2.4 Factory Tests

The duplex switchboard equipment including wiring, control switches, meters, transducers, indicating lights, electromechanical relays, fuses, auxiliary transformers and test switches shall be subjected to the following tests. Solid state relays shall be isolated from all tests, as described below, to avoid damage to or improper operation of sensitive components.

The factory test equipment and the test methods used shall conform to the applicable requirements of ANSI, IEEE and NEMA standards, and shall be subject to approval by Southwestern. All tests required herein shall be witnessed by the Contracting Officer's Representative (COR) unless waived in writing, and no equipment shall be shipped until it has been approved for shipment by Southwestern. The Contractor shall notify the COR sufficiently in advance of the date of the tests so that arrangements can be made for the COR to be present at the tests. All test reports shall be signed by the Authorized Representatives of the Contractor and COR. All tests shall be in accordance with Section 2.1.2/Acceptance Tests.

Electrical operation and control wiring tests shall be performed in the order given below:

- Control Wiring Insulation: All control wiring insulation shall be tested by applying a 60 hertz test voltage, 1500 volts to ground, for 1 minute after all circuit grounds have been disconnected and all circuits are wired together with small bare copper wire to short-circuit all equipment circuits. Wiring that fails this test shall be replaced by the Contractor.
- Continuity and Operation: The correctness of the control wiring and logic of the Control Switchboards shall be verified by actual electrical operation of the component control devices, as follows:
- All AC current and potential circuits shall be checked by applying three-phase currents or potentials at the external cable connection terminal blocks, and verifying the phase angle and magnitude of each quantity at the terminals of each device in the circuit being tested. If the circuit includes solid state relay components, the solid state relays shall be isolated via test switches or by lifting wires from the relay terminals; AC quantities shall be verified at the inputs to the solid state relay test switches or at the lifted wires.
- All DC control circuits shall be checked by operation of devices, including control switches, indicating lights, DC circuit breakers, and test switches.

If the control circuits include solid state relay components, the operation of solid state relay contacts shall be simulated at the relay terminals or the relay test switch, with the solid state relays isolated from the DC circuits via test switches or by lifting wires from relay terminals.

- Remote devices such as power circuit breakers shall be simulated at the external cable termination blocks in the duplex switchboards. The simulation equipment shall accurately simulate power circuit breaker trip and close coil currents, as well as auxiliary contact operation.
- Polarity and Calibration: Indicating meters and transducers shall be tested by applying AC currents and potentials to ensure that they indicate the proper quantities and direction, and shall be calibrated to the equipment manufacturer's specified accuracy. Polarity and calibration tests may be performed at the same time as the Continuity and Operation tests.

2.4.2 Execution

2.4.2.1 General Procedure

Each temporary line relay rack requires approximately six hours for installation and approximately three hours to disconnect. The general procedure at these substations are as follows:

For Van Buren Switching Station, switchboard replacements:

1. Switch in Bus Tie PCB 02 as PCB 12 substitute.
2. Transfer wiring for PCB 12 to temporary relay rack A.
3. Switch in Bus Tie PCB 02 as PCB 22 substitute.
4. Transfer wiring for PCB 22 to temporary relay rack B.
5. Switch in Bus Tie PCB 02 as PCB 32 substitute.
6. Transfer wiring for PCB 32 to temporary relay rack C.
7. Switch out Bus Tie PCB 02.
8. Remove old switchboard sections 1 thru 6.
9. Install and wire Sections 1 and 2.
10. Complete Bus Tie PCB 02 modifications.
11. Switch in Bus Tie PCB 02 as PCB 32 substitute.
12. Transfer wiring from temporary relay rack C to new Section 2.
13. Switch in Bus Tie PCB 02 as PCB 22 substitute.
14. Transfer wiring from temporary relay rack B to new Section 1.
15. Switch in Bus Tie 02 as PCB 12 substitute.
16. Transfer wiring from temporary relay rack A to new Section 1.
17. Switch in Bus Tie 02 as PCB 52 substitute.

18. Transfer wiring for PCB 52 from the existing relay control rack to new Section 2.
19. Switch out Bus Tie PCB 02..

2.4.2.2 Removal of Existing Duplex Switchboard Sections and Panels

The Contractor shall disconnect and remove existing duplex switchboard sections and panels to be replaced. All switches, meters and relays salvaged in the removal and modification of the existing switchboard panels are property of Southwestern. All other materials shall be disposed of by the Contractor. Removal of the existing duplex switchboard sections and panels shall be as required above and shall include the following:

- Disconnection and tagging of all control cables, AC receptacles, lights and miscellaneous connections.
- Removal of the existing duplex switchboard panel sheet metal as a whole and disposal thereof. *The existing duplex switchboard panel sheet metal has been painted with lead-based paint; removal and disposal of the sheet metal shall be performed in accordance with Section H/SPECIAL CONTRACT REQUIREMENTS.*
- Preparation of the area for installation of new duplex switchboard sections and panels.
- Existing relays, meters, and switches are the property of Southwestern and may be retained by the Government at their discretion. Existing relays, meters, and switches not retained by the Government shall be disposed of by the Contractor.
- Removal of existing switchboard wiring and disposal thereof. Panel 2F and the lighting circuit throughout the duplex switchboard sections contain asbestos wire insulation; removal shall be performed without cutting insulation and both removal and disposal of the asbestos material shall be performed in accordance with Section H/SPECIAL CONTRACT REQUIREMENTS.

2.4.2.3 Installation of Duplex Switchboard Sections and Panels

The Contractor shall furnish, install, connect and make ready for service the switchboard sections and panels. The switchboard sections and panels shall be installed in the building as shown in the drawings. Installation work is work shown encircled on the drawings. The Contractor shall furnish all switchboard wire, insulating tape, connectors, wire wraps, grout, cover plates, baseboard molding, floor bolts and floor tile for the above installation.

The duplex switchboard sections and panels shall be installed as required above and the installation shall be complete and ready for normal operation. Installation shall include the following:

- Receiving, handling, storing and providing proper care for the duplex switchboard sections and panels prior to and during installation. The Contractor shall repair any damage to the switchboard sections and panels that may occur during their shipment. The Contractor shall repair any damaged painted surfaces of the switchboard after the switchboard has been installed.

- Drilling all holes required for mounting.
- Furnishing miscellaneous materials in addition to those listed above, including terminals, brackets, bolts, and all other additional items required for installation of the duplex switchboard sections and panels.
- Mounting and leveling the duplex switchboard sections into position.
- Restoring the installation to its previous condition, including installation of switchboard end trim, cover plates, floor tiles, etc.
- Repair of any damages incurred during removal of the existing switchboard sections and panels and installation of the new switchboard sections and panels, including doors, walls, ceilings and floors.
- Making all electrical connections from outdoor equipment to the subject switchboard, and wiring connections between switchboard panels. Single conductor or switchboard wiring may only be used for connection between switchboard panels within a switchboard. All Contractor installed wires and cables shall be tagged as directed by the COR.
- Making wiring connections between adjacent switchboard panels and connections between devices within a switchboard panel. Exposed wiring shall be kept to a minimum, but where used, wiring shall be formed into compact groups bound together and firmly supported and shall be run straight, horizontally or vertically, with short-radius right-angle bends. Hinge wiring shall be twisted around the longitudinal axis of the wire wherever possible, instead of being bent laterally. Each wire shall be protected from abrasion where it leaves a channel or duct. Splices shall not be permitted in the wiring. All connections shall be made at device studs or terminal blocks. All wiring between various devices shall be performed by the most direct method rather than looping back and forth across the switchboards. Wires at terminal blocks shall be arranged or grouped for connections to a minimum number of external cables.
- Equipment and wiring checkout shall be made to the satisfaction of the COR. Cable sheets will be provided by Southwestern and the Contractor shall be responsible for red-marking the sheets to indicate actual cable routing.

2.4.2.4 Wiring Modifications and Testing of Existing Panels

The Contractor shall make all necessary equipment removal, equipment installation and wiring changes in all other existing panels and equipment as required by the drawings. The Contractor shall conduct the necessary field testing to ensure the correct operations

after the wiring modifications are completed. The testing procedure in Section 2.4.1.2.4/Factory Tests shall be followed.

The Contractor shall mount a cover plate over the remaining cutouts.

The Contractor shall also furnish and install miscellaneous nameplates on various panels noted on the arrangement and nameplate drawings.

2.4.2.5 Contract Drawings for Van Buren Switching Station and R.S. Kerr Dam

The drawings with this specification include all schematics, wiring, and connection diagrams. These drawings are included to provide the Contractor an indication of scope and complexity of the work at these substations. These drawings are not final and are not suitable for fabrication and installation. The Contractor is advised that many of these drawings (schematics, wiring, and connection diagrams), when provided for fabrication and installation, will include minor revisions. Final installation drawings will be provided sixty (60) calendar days after contract award.

2.4.3 Control Panel Submittals

2.4.3.1 General

The drawings and data outlined in Attachment B/DOE F1332.1 REPORTING REQUIREMENTS CHECKLIST WITH CONTRACTOR'S SUBMITTALS DISTRIBUTION LIST in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, shall be sent to the COR for review at the address shown in Section 3.1.7/Mailing Address.

All drawings and data submitted and reviewed will form a part of the contract. The sequence of submission of drawings shall be such that all information is available for checking each drawing when it is received.

One (1) black and white copy or blueprint of each drawing for review shall be furnished to the Southwestern's Contracting Officer's Representative (COR). Woodard & Associates shall receive two (2) copies of each drawing. Each submission of drawings by the Contractor must be accompanied by a letter of transmittal containing a list of drawings giving title and numbers. Within fifteen (15) calendar days after receipt, Woodard & Associates will return two (2) copies of the marked-up drawings to the COR. The COR will return one (1) set of marked-up drawings to the Contractor within fifteen (15) calendar days (after receipt from Woodard & Associates), marked "NO EXCEPTIONS NOTED", "EXCEPTIONS NOTED", or "RETURNED FOR CORRECTION". Additions will be marked in red and deletions will be marked in green. Comments will be marked in blue.

The notations "NO EXCEPTIONS NOTED" and "EXCEPTIONS NOTED" authorize the Contractor to proceed with the fabrication of the equipment covered by such drawings, subject to the correction, if any, indicated thereon or described in the letter of transmittal.

When prints of drawings have been "RETURNED FOR CORRECTION", the Contractor shall make the necessary revisions on the drawings and shall submit one (1) print to the COR and two (2) prints to Woodard & Associates for review in the same manner as before. Every revision made during the life of the contract shall be shown by number, date and subject in a revision block and a notation shall be made in the drawing margin to permit rapid location of the revision. The time consumed by the Contractor in submitting and obtaining review of assembly and shop drawings shall be included in the time allowed for completion of contract.

Upon receipt of prints which have been marked "EXCEPTIONS NOTED" or "RETURNED FOR CORRECTION", the Contractor shall within thirty (30) calendar days after receipt, submit corrected prints and electronic files of each drawing. If revisions are made after a drawing has been "NO EXCEPTIONS NOTED", the Contractor shall furnish corrected prints and electronic files subsequent to each revision. All correspondence, drawings, literature, instruction books, data and nameplates shall be in the English language. Units of measurement shall be in the International System of Units (SI) or English units (U.S. Customary System).

Any manufacturing work performed prior to the review of drawings will be at the Contractor's risk. Review by Southwestern of the Contractor's drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Review by Woodard & Associates of the Contractor's drawings shall not relieve the Contractor of any part of the Contractor's obligation to meet all of the requirements of this specification or of the responsibility for the correctness of the Contractor's drawings.

New drawings shall be prepared using AutoCAD version 12, 13 or 14 computer-aided drafting (CAD) equipment on 24"x36" bond unless otherwise specified by the COR. Originals and all copies shall be legible. The Contractor is responsible for retaining such copies as may be needed for files and use by the Contractor's staff.

2.4.3.1.1 Marked Switchboard Bill of Materials and Layout Drawings

The Contractor shall furnish marked prints of the switchboard panel layouts and bill of materials drawings in accordance with Section 2.4.1.1.1/Relays and Switches.

2.4.3.1.2 Cable Data

The Contractor shall furnish manufacturer's catalog sheets, marked as necessary to indicate type, model number or catalog number for switchboard wiring cable.

2.4.3.1.3 Switchboard Structural Details

The drawings shall show front views of the relay panels and any side sheets, swing panels or subpanels. The drawings shall show locations and centerline dimensions of all devices, including nameplates. The drawings shall be drawn to scale. The drawings shall show exact cutout and mounting dimensions, including hole diameters and structural details. The drawings shall show locations and dimensions of auxiliary devices, terminal blocks, and wiring ducts. The internal views shall show all devices in their relative physical locations and whether they are located on the panels, side sheets or brackets.

2.4.3.1.4 Cost Breakdown

The Contractor shall furnish one copy to Woodard & Associates and one copy to the COR of contract cost breakdown data to include:

- Cost of each item on material lists.
- Cost of drawing work.
- Cost of steel.
- Cost of panel fabrication and wiring.
- Cost of installation work at the site.
- Any other costs with explanation such that the total of all items equals the total contract cost.

2.4.3.1.5 Marked-up Schematic and Wiring Diagrams

The Contractor shall furnish marked prints of any drawings required per Section 2.4.1.1.1/Relays and Switches.

2.4.3.1.6 Final Drawings

The Contractor shall furnish to Southwestern one (1) complete set of black and white prints or blueprints, of all new drawings as finally reviewed. Woodard & Associates shall receive one (1) complete set of black and white prints or blue prints of all final drawings. The prints shall show all changes and revisions, including any field changes made up to the time that the equipment is completed and accepted, and the contract number shall be shown thereon. The number shall be located immediately above the title block if possible. The Contractor shall also

provide one 3 1/2-inch floppy disk (AutoCAD version 12, 13 or 14) of the drawing(s).

2.4.3.1.7 Instruction Books

The Contractor shall furnish three (3) copies of manufacturer's instruction books per site to Southwestern and one (1) copy per site to Woodard & Associates. The instruction books shall include all data for the operation and maintenance of the control, metering, and relaying equipment and parts identification list.

The operation and maintenance instruction pamphlets, curves, and associated material, shall be bound together and indexed by bill of material item number with a contents sheet provided at the front of each bound volume. The contents sheet shall list the index sheet tab number, the Southwestern bill of material item number, the manufacturer and model number, and the manufacturer's instruction leaflet number for each device. Identical devices may be grouped under the first bill of material item number referencing that device if the contents sheet lists the other item numbers. The data for each item shall be separated from the data for other items by a reinforced divider tab index sheet made of 100 pound index stock.

2.4.3.1.8 Photographs

One set of photographs shall be sent to Southwestern and one set sent to Woodard & Associates and shall be 8"x10" color prints showing the arrangement of the equipment and the construction of the switchboard sections. The photographs shall include interior and exterior views of the section. The photographs shall show:

- The switchboard(s) essentially completed and wired
- The device nameplates, clearly enough to read the nameplates and switch escutcheons
- "Head-on" perpendicular views, rather than oblique views

3 DRAWINGS

3.1 Drawings, General

3.1.1 Contract Drawings

Contract drawings are drawings issued by Southwestern which, in conjunction with these specifications, show the work to be performed. Drawings may not be to scale.

Standard drawings, a part of the contract drawings, may be issued by Southwestern to show standard installations. Where details shown on standard drawings differ from these specifications, the requirements of these specifications shall govern.

3.1.2 Reference Drawings

Reference drawings may be issued by Southwestern for informational purposes or to show existing installations. Reference drawings, which have the words "FOR REFERENCE ONLY" included on the drawing, do not show work to be performed.

3.1.3 Additional and Revised Drawings

Contract drawings may be supplemented by additional or revised general and detail drawings. Additional or revised drawings furnished by Southwestern will show dimensions and details necessary for fabrication and installation more completely than are shown on the contract drawings for features of the work and for materials and equipment not purchased prior to bid offer date. Perform the work in accordance with the additional general and detail drawings or revisions furnished by Southwestern at the applicable prices in Schedule B/SUPPLIES OR SERVICES AND PRICES/COSTS.

3.1.4 Existing Site Conditions

If there are minor differences between details and dimensions shown on the contract drawings and those of existing features at the site, the details and dimensions of existing features at the site shall govern.

3.1.5 Contractor's Responsibility

Check all drawings and advise Southwestern of any errors or omissions.

3.1.6 Additional Copies of Drawings

Southwestern will furnish additional copies of the specifications and drawings as requested by the Contractor.

3.1.7 Mailing Address

Drawings and technical data to be submitted to the Contracting Officer's Representative (COR) shall be submitted to:

Street Address

U.S. Department of Energy
Southwestern Power Administration
One West Third Street
Tulsa, OK 74103-3519
Attn: Doug Johnson, S3301

Woodard & Associates
13798 W. Kentucky Drive
Lakewood, CO 80228
Attn: Dirk Woodard

3.2 List of Drawings

See Attachment A/CONTRACT DRAWINGS LIST in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.

3.3 Project Record Documents

3.3.1 General

Maintain at jobsite for Southwestern one copy of as-built drawings, specifications, modifications, change orders, field change orders, and test records. Do not use as documents for installation.

Record information on a set of drawings and in a copy of these specifications provided by Southwestern. Record information concurrently with installation progress. Do not conceal work until required information is recorded. Mark actual installation, including:

- Field changes of dimension and detail.
- Changes made by modifications.
- Details not on original drawings.

This set of marked prints is to be forwarded to Woodard & Associates upon completion of the work under this contract.

PART I - THE SCHEDULE
SECTION D - PACKAGING AND MARKING

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<u>CLAUSE NO.</u>	<u>TITLE OF CLAUSE</u>
D.01	PACKAGING
D.02	PACKING AND MARKING

PART I - THE SCHEDULE
SECTION D - PACKAGING AND MARKING

D.01 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rates. Equipment shall be packaged in a manner to prevent damage during shipment and unloading, and to provide for temporary storage before installation.

D.02 PACKAGING AND MARKING

- (a) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
 - 1. Identifies the contract by number under which the item is being delivered.
 - 2. Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - 3. Indicate whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G/CONTRACT ADMINISTRATION DATA of the contract, or if none, to the Contracting Officer.

PART I - THE SCHEDULE
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PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

E.01 FAR 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

- (a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i)
 - (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
 - (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

E.02 FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

- (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

E.03 FAR 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (MAY 2001)

- (a) Definitions. As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

- (b) Contractor's obligations.
 - (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year from date of final acceptance.
 - (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
 - (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
 - (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the

Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

- (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
 - (4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.
- (c) Remedies available to the Government.
- (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discover of the defect.
 - (2) Within a reasonable time after the notice, the Contracting Officer may either--
 - (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
 - (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
 - (3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--
 - (A) May, for sampling purposes, group any supplies delivered under this contract;

- (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
 - (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
 - (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
 - (A) Require an equitable adjustment in the contract price for any group of supplies.
 - (B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
 - (C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.
 - (D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--
 - (A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

- (B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
 - (ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
- (5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

E.04 ACCEPTANCE

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

E.05 INSPECTION FOR SUPPLIES

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative and will be conducted in accordance with the contract clause no. E.01/FAR 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) in this Section.

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SECTION F - DELIVERIES OR PERFORMANCE

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PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

F.01 FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means--
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor.

The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

- (b) The Contractor shall--
- (1)
 - (i) Pack and mark the shipment to comply with contract specifications;
or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - (2) Prepare and distribute commercial bills of lading;

- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

F.02 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to:

- (a) commence work under this contract within thirty (30) calendar days after the date the Contractor receives the notice of award letter and prosecute the work diligently;
- (b) prosecute the work diligently; and
- (c) complete the entire work, ready for use, not later than June 15, 2002 for the supply and installation of the relay duplex switchboards at the Van Buren Switching Station; and supply and delivery of the relay duplex switchboard to the COE R. S. Kerr Dam by March 30, 2002.

Delinquency in meeting the June 15, 2002, completion date may put Southwestern's power system in jeopardy, due to the increased system load after June 15. Refer to Section C/DESCRIPTIONS/SPECIFICATIONS, subsection 1.1.3.2/Outage Restrictions. Outages on the power system could cause unnecessary damages to Southwestern and its customers. Southwestern may seek appropriate legal remedies if the completion date is not met.

F.03 WORKING HOURS

Contractor will be required to perform work during Southwestern's regular working hours. Normal working hours are 7:30 a.m. to 5:30 p.m.. Monday through Thursday. No work is to be performed during legal holidays. Permission to perform any work beyond these hours or days shall be at the discretion of the Contracting Officer's Representative.

F.04 NOTICE OF SHIPMENT AND/OR DELIVERY

In order for shipments to be properly received at the designated destination, notices of shipments, freight waybills, or other such documents shall contain sufficient instructions that the last carrier shall notify one of the below designated Southwestern Power Administration officials for the place of delivery. The contractor shall provide the Southwestern Power Administration official ten (10) working days' advance notice of the exact date that shipment will arrive at destination on Monday through Thursday. Such notices can be accomplished by any media selected by the contractor, including notice by telephone.

If telephone notice is utilized, the notice shall be confirmed by the contractor in writing within twenty-four (24) hours. Any special loading, unloading, routing, or drop shipments necessary to accomplish delivery to the required destination shall be the responsibility of the contractor. Delivery and working hours for the installation are to take place during the hours between 7:30 a.m. and 5:30 p.m., Monday through Thursday for Van Buren Switching Station. For the COE R. S. Kerr Dam, delivery is to take place between 7:00 a.m. and 3:30 p.m., Monday through Friday.

CONTACT/ADDRESS/TELEPHONE NO.

U. S. Department of Energy
Southwestern Power Administration
Attn: Doug Johnson, S3301
One West Third Street
Tulsa, OK 74103-3519
(918) 595-6709 - Office Number
(918) 595-6656 - Fax Number

PLACE OF DELIVERY

See below Contract
Clause No. F.05

F.05 PLACE OF DELIVERY - F.O.B. DESTINATION

The supplies to be furnished hereunder shall be delivered, with all transportation charges paid by the Contractor, f.o.b. destination, at the specified location below and inside the building at a place designated by the COR's representative:

Location: Van Buren Switching Station
1/2 Mile east of Highway 59 and 1 mile north of Highway 40
Crawford County
Van Buren, AR 72956

R. S. Kerr Dam
9 miles south of Sallisaw on Highway 59
LeFlore County
Cowlington, OK

F.06 MATERIAL AND WORKMANSHIP

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgement of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

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PART 1 - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

G.01 BILLING INSTRUCTIONS

- (a) The Contractor shall submit an original and two copies of any invoice in accordance with the payment provisions of this contract to the following:

Original:	Senior Accountant Financial Systems/S5210
Copy:	Pauletta Johnson Contracting Officer/S5710
Copy:	Doug Johnson Contracting Officer's Representative/S3301

The invoices shall be mailed or delivered to the following address to the attention of the above. Separate mailing is required for the original copy.

U.S. Department of Energy
Southwestern Power Administration
One West Third Street
Tulsa, OK 74103-3519

- (b) Each invoice submitted shall include the following:
- 1) Contractor Name and Address
 - 2) Date of Invoice
 - 3) Contract Number
 - 4) Description, quantity, unit price, and extended price of supplies delivered or services performed
 - 5) Total Amount of Invoice
 - 6) Period Covered of Items Delivered
 - 7) Invoice or Identification Number
 - 8) Any other information or documentation (such as evidence of shipment)
 - 9) Name, title, phone number, and mailing address of person to be notified in case of defective invoice

G.02 CONTRACT PAYMENTS METHOD

Payments will be made by electronic funds transfer using the Automated Clearing House (ACH) according to the contract clause no. I.53/FAR 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) in Section I/CONTRACT CLAUSES. SWPA F

2240.7/BANK INFORMATION FOR PAYMENTS provided in Section J.01/LIST OF ATTACHMENTS-CONTRACT as Attachment C shall be completed by the Contractor before payment will be processed.

G.03 CONTRACTOR'S REPRESENTATIVE

The Contractor shall give personal attention to the work at all times, and shall have a duly authorized representative (Superintendent) on the site of the work continuously during hours of work, prior to the arrival of any materials at the job site and throughout the progress of the work, to receive directions or instructions. Any instructions or directions given to the superintendent shall be considered the same as through given to a principal of the Contractor. The superintendent shall supervise and direct the work efficiently and with his best skill and attention. The superintendent will be at meetings when requested and will be involved in the development and approval of the installation schedule.

G.04 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR's address is as follows:

U.S. Department of Energy
Southwestern Power Administration
Attn: Doug Johnson, S3301
One West Third Street
Tulsa, OK 74103-3519
Phone: (918) 595-6709
Fax: (918) 595-6656

- (b) The Contractor shall use the COR as the point of contact on technical matters subject to the restrictions in the contract clause no. G.07/TECHNICAL DIRECTION of this Section.

G.05 CORRESPONDENCE AND GOVERNMENT CONTACT

To promote timely and effective contract administration, correspondence shall include the contract number and title, and shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the Contracting Officer's Representative (COR).

- (b) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the Contract Specialist. The Contract Specialist is the focal point for all matters regarding this contract except for technical matters.
- (c) The Contract Specialist is as follows:

Contract Specialist: Pauletta Johnson
Telephone Number: (918) 595-6660
Facsimile Number: (918) 595-6656
- (d) The Contract Specialist's address is as follows:

U.S. Department of Energy
Southwestern Power Administration
Attn: Pauletta Johnson
Acquisition Team/S5710
One West Third Street
Tulsa, OK 74103-3519
- (e) The Contracting Officer for this contract is as follows:

Contracting Officer: Pauletta Johnson
Telephone Number: (918) 595-6660
Facsimile Number: (918) 595-6656
- (f) Any changes to the Contract Specialist or Contracting Officer assigned to this contract will be completed by letter to the Contractor.

G.06 MODIFICATION AUTHORITY

The Contracting Officer is the only individual authorized to:

- (1) Accept nonconforming work,
- (2) Waive any requirement of this contract, or
- (3) Modify any term or condition of this contract.

G.07 TECHNICAL DIRECTION

- (a) Performance of the work is subject to the technical direction of Southwestern's COR.

- (1) The term "technical direction" includes:

- (i) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish contract clause no. C.01 in Section C/DESCRIPTION/SPECIFICATIONS.
 - (ii) Written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the statement of work.
 - (iii) Review, and where required by the contract, approval of technical reports, drawings, specifications, and technical information delivered by the Contractor.
- (b) Technical direction must be within the Contract's statement of work. The COR may not issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work.
 - (2) Constitutes a change as defined in the contract clause no. I.44/FAR 52.243-1/CHANGES-FIXED PRICE (AUG 1987) in Section I/CONTRACT CLAUSES;
 - (3) Causes an increase or decrease in the Contract price or the time of contract performance;
 - (4) Changes any of the terms, conditions, or specifications of the Contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- (c) All technical directions will be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions issued by the COR. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b) (1) through (5) above, the Contractor shall not proceed, but shall notify the Contracting Officer in writing within five (5) calendar days after receipt of any such instruction or direction. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter whether the technical direction is within the scope of the contract effort and whether it constitutes a change under the contract clause no. I.44/FAR 52.243-1 CHANGES-FIXED PRICE (AUG 1987) in Section I/CONTRACT CLAUSES; and
- (2) Advise the Contractor within a reasonable time that the Government will issue a written change order, if applicable.
- (e) A failure of the Contractor and Contracting Officer to agree whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken shall be subject to the contract clause no. I.41/FAR 52.233-1 DISPUTES (DEC 1998) in Section I/CONTRACT CLAUSES.

G.08 AREA ADMINISTRATIVE OFFICERS

For certain documents identified in this contract to be submitted to the Area Administrative Officer (AO), the following is/are the name(s) of the AO, address, telephone number, facsimile number and the contract's place of performance for which the AO is responsible.

AREA ADMINISTRATIVE OFFICER

PLACE OF PERFORMANCE

Linda Dunham
U. S. Department of Energy
Southwestern Power Administration
Jonesboro Maintenance
305 North Floyd Street
P.O. Box 1369
Jonesboro, AR 72403
Telephone No.: (870) 972-4686
Fax No.: (870) 932-6153

Van Buren Switching Station

Susan Johnson
U. S. Department of Energy
Southwestern Power Administration
Gore Maintenance
Rt. 2, Hwy 10
P. O. Box 728
Gore, OK 74435
Telephone No.: (918) 489-5582
Fax No.: (918) 489-5527

R. S. Kerr Dam

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01 DEAR 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

- (a) For the purpose of this clause,
 - (1) Safety encompasses environment, safety, and health, including pollution prevention and waste minimization; and
 - (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
 - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

- (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
 - (1) Define the scope of work;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation for its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget

execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. IF the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

H.02 INTERNET ADDRESSES

The Code of Federal Regulations (CFR) referenced in the Section H/SPECIAL CONTRACT REQUIREMENTS can be located at the Internet addresses:

www.epa.access.gpo.gov/nara/cfr/cfr-table-search.html;

www.EPA.gov/epphome/lawreg.htm; and *www.DOT.gov/question.htm.*

H.03 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with all applicable Federal, State and local laws and regulations. These include, but are not limited to the following: Federal Facilities Compliance Act, Clean Air Act; Toxic Substances Control Act; Comprehensive Environmental Response, Compensation and Liability Act; Resource Conservation and Recovery Act; and Hazardous Materials Transportation Act. If there is a conflict between these regulations and other applicable Federal, State, and local regulations, the more stringent requirements shall prevail. The environmental requirements and the contract clause no. H.07/SAFETY AND HEALTH, GENERAL, paragraph c/Compliance with Codes and Standards, located in this Section H/SPECIAL CONTRACT REQUIREMENTS, specify further measures to be followed and training/certification required in the performance of the work.

H.04 DISPOSAL OF WASTE MATERIAL

- (a) **GENERAL:** In addition to the requirements of the Contract Clause entitled "Cleaning Up", the Contractor shall remove all waste material generated as a result of construction from the construction site.

The Contractor should, where feasible and economical, recycle construction debris, excavated material, and/or waste material in lieu of disposal. Burning and burying of waste material is not permitted. For all disposals, the Contractor shall coordinate with and obtain approval from the Area Administrative Officers (AOs) identified in contract clause no. G.08/AREA ADMINISTRATIVE OFFICERS of Section G/CONTRACT ADMINISTRATION DATA prior to disposal or recycle of any wastes, and shall provide a copy of the "Waste Disposal Manifest for Lead-Based Paint or Asbestos Containing Materials" form located in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS as Attachment E and certificates of disposal as required by the Area Administrative Officer.

The Contractor shall, for the purposes of the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Hazardous and Solid Waste Amendments, become the "generator" of any hazardous waste generated as a result of the installation.

- (b) **WASTE MATERIAL:** Waste material shall include both hazardous and nonhazardous solid wastes unless otherwise specified. Waste material includes refuse, garbage, sanitary waste, industrial wastes, petroleum products, cleared material, lumber, pipe, electrical cable, and all other excess material resulting from demolition and construction operations. Hazardous and nonhazardous wastes include the following: combination solvents, solvent contaminated debris, paints/adhesives, waste acids, waste caustics, Resource Conservation and Recovery Act (RCRA)/Toxic Substances Control Act (TSCA) wastes, hazardous waste oil/greases, heavy metals, lead acid batteries, asbestos, lead-based paint, and nonhazardous RCRA waste which includes nonhazardous waste oils/greases. For all disposals, the Contractor shall coordinate with and obtain approval from applicable Area Administrative Officers prior to disposal or recycle of any wastes, and shall provide a copy of the “Waste Disposal Manifest for Lead-Based Paint or Asbestos Containing Materials” form located in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS as Attachment E and certificates of disposal as required by the Area Administrative Officer.
- (c) **DISPOSAL OF HAZARDOUS AND NONHAZARDOUS WASTE:** Hazardous and nonhazardous wastes shall be transported to a permitted waste management facility for recycling, treatment, or disposal. Make all arrangements with private concerns and local officials to dispose of wastes. Hazardous and nonhazardous waste shall be handled, recycled, treated, and disposed of in accordance with Federal, State, and local laws and regulations. For all disposals, the Contractor shall coordinate with and obtain approval from applicable Area Administrative Officers prior to disposal or recycle of any wastes, and shall provide a copy of the completed form provided in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, as Attachment E and certificates of disposal as required by the Area Administrative Officer.
- (d) **TRANSPORTATION OF WASTE MATERIAL:** The Contractor shall ensure that the transport vehicle is used in accordance with Department of Transportation (DOT) regulations, and that manifests and bill of lading contain the appropriate proper shipping names required by the DOT. The Contractor shall comply with requirements for manifesting, record keeping associated with waste transport, and responding to releases while in transport. The shipping vehicle(s) and driver(s) shall fully meet the requirements established by EPA, DOT, and the States for hauling waste material. The vehicle(s) shall be maintained in a safe and operable condition and registration and certifications to transport waste material shall be carried in the vehicle. The Contractor shall load and transport waste for disposal directly to a permitted and Southwestern approved waste management facility. The Contractor shall be fully responsible and liable for the proper handling of the wastes from the time they are loaded on the transport vehicle until they are recycled, treated, or disposed.

All costs and liabilities incurred as a result of spillage or other incidents involving the waste after it is loaded shall be the responsibility of the Contractor, who shall indemnify and hold Southwestern harmless.

H.05 CONTRACTOR'S LIABILITY FOR REGULATED MATERIAL INCIDENTS

- (a) **GENERAL:** The Contractor shall be solely liable for all expenses incurred in the response to incidents, sampling, shipping, and proper disposal of contaminated material resulting from nonhazardous and hazardous material incidents including spills of PCBs, petroleum liquids, and other hazardous material that are caused by the actions of its employees, agents, and subcontractors. The Contractor shall be solely liable for damages and shall indemnify and hold Southwestern harmless for replacement costs and correcting damages to any public or private property which results from the Contractor's actions. These responsibilities shall include, but are not limited to, the contamination of soil, gravel, rock, and damaged property, including damages to the environment, human health, and natural resources. Any spillage must be cleaned to levels specified and approved by the EPA and/or the appropriate Federal or State agency.
- (b) **SUPERVISION:** The Contractor shall ensure that the actions of his employees, agents, and subcontractors are properly managed at all times on Southwestern property or while transporting Southwestern's controlled and regulated material and equipment. The Contractor shall indemnify and hold Southwestern harmless from and against all claims, demands, and causes of action of any kind including the cost of defense thereof, arising from the Contractor's employees and subcontractors due to their fault or negligence during the performance of this contract.
- (c) **TRANSPORTATION:** In the event of a waste discharge during transportation, the Contractor shall respond as required under 40 CFR 263.30. The discharge shall be cleaned up "so that the discharge no longer presents a hazard to human health or the environment" (40 CFR 263.31). In the event of a reportable spill of wastes during transportation, the Contractor shall notify Southwestern's COR, the proper Government Agencies, and local emergency responders. Notification of the National Response Center as required by 49 CFR 171.15 and report in writing required by 49 CFR 171.16 shall also be made. Southwestern's COR shall be advised and provided copies of any written reports or documentation submitted. The Contractor shall also notify the State and local emergency response agencies in accordance with their requirements.
- (d) **DISPOSAL OR DECONTAMINATION:** The Contractor shall ensure that tools, equipment, material, and supplies which were or may have been contaminated with PCBs or other hazardous materials are decontaminated, or appropriately disposed.

H.06 DISPOSAL OF ASBESTOS AND LEAD-BASED PAINT EQUIPMENT

- (a) **GENERAL:** No regulated asbestos-containing material or lead-based paint may be stripped, removed, or otherwise handled or disturbed at a facility unless provisions of the National Emission Standards for Hazardous Air Pollutants (NESHAP) are met (40 CFR 61). In addition to NESHAP and OSHA regulations, the Contractor shall follow State and local laws and regulations for the disposal of asbestos-containing material or lead-based paint. Area Administrative Officer shall be contacted for a work form entitled "Asbestos/Lead-Based Paint Work Report Form for Work Involving Asbestos Containing Materials or Lead-Based Paint", located in Section J/LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS as Attachment F which shall be completed and returned to the Area Administrative Officer prior to any asbestos-related or lead-based paint work activity. In the event of conflict, Contractor shall apply the most stringent law or regulation.
- (b) **ASBESTOS/LEAD-BASED PAINT WASTE:** No emission shall be discharged during the collection, processing, packaging, or on-site transporting of any asbestos-containing waste material.
- (c) **TRANSPORTATION OF ASBESTOS WASTE OR LEAD-BASED PAINT CONTAINING EQUIPMENT:** The Contractor shall ensure that the transport vehicle is used in accordance with Department of Transportation Hazardous Materials Transportation regulations; and that the manifest contains the proper shipping names required by the EPA (40 CFR 61.150(c)).

The Contractor shall comply with 40 CFR 763 requirements for asbestos waste manifesting, record keeping associated with asbestos waste transport, and responding to releases of asbestos waste while in transport. The shipping vehicle(s) and driver(s) shall fully meet the requirements established by EPA, DOT, and any State for hauling asbestos waste. The vehicle(s) shall be maintained in a safe and operable condition and registration and certifications to transport asbestos waste shall be carried in the vehicle. When asbestos waste from fabricating, demolition, renovation, or spraying operations is transported, vehicles must be visibly marked during the loading and unloading of the waste. The markings must be displayed so that they can be easily read and must conform to the requirements of the Occupational Safety and Health standard for signs (29 CFR 1910.145(d)). The Contractor shall load and transport waste for disposal directly to a disposal facility that is licensed and approved by Southwestern Area Administrative Officer to handle asbestos or lead-based paint. The Contractor shall be fully responsible and liable for the proper handling of the wastes from the time they are loaded on the transport vehicle until they are disposed. All costs and liabilities incurred as a result of spillage or other incidents involving the waste after

it is loaded shall be the responsibility of the Contractor, which shall indemnify and hold Southwestern harmless.

H.07 SAFETY AND HEALTH, GENERAL

- (a) **GENERAL:** Contractor shall have a safety and health program and take all reasonable precautions to protect the safety and health of employees and members of the public and to prevent damage to public and private property. Do not allow any employee, whether directly employed or employed through subcontract or onsite supply contract, to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety.
- (b) **CONFLICT IN REQUIREMENTS:** If there is a conflict between the requirements of the standards, project specifications, and applicable Federal, State, or local safety, health, or industrial regulations or codes, the more stringent requirements shall prevail.
- (c) **COMPLIANCE WITH CODES AND STANDARDS:** Comply with the latest effective Occupational Safety and Health Administration (OSHA) Standards 29 CFR 1910 and 29 CFR 1926 and other applicable Federal, State, and local regulations. In any State where the State OSHA's plan is accepted by the Federal Government, the Contractor shall comply with the State OSHA regulations. The Contractor shall keep a copy of all applicable OSHA standards at the jobsite. Certain OSHA standards have been referenced for emphasis. All OSHA standards shall apply, whether referenced or not. Training shall be in accordance with 29 CFR 1926.1101 and 29 CFR 1910.1001, Asbestos; 40 CFR 745.220 and 29 CFR 1910.1025, Lead. Refer to contract clause no. H.02/INTERNET ADDRESSES in this Section H/SPECIAL CONTRACT REQUIREMENTS, to locate regulations.

In the safety and health program, the Contractor shall make:

- 1. Provision for first aid, medical care of injured employees, and emergency response telephone numbers as required by 29 CFR 1926.50, "Medical Services and First Aid". For fieldwork involving two or more employees at a work location, at least two trained persons shall be available. For fixed work locations, the number of trained persons available shall be sufficient to enable emergency treatment to begin within 4 minutes of an accident.
- 2. Provision for training employees in the recognition and avoidance of unsafe conditions using methods such as new employee orientation, weekly "tool box" meetings, and job hazard analysis.

3. Provisions for health and sanitation facilities, including requirements in 29 CFR 1926.51, "Sanitation".
 4. Provisions for the use and furnishing of personal protective equipment.
 5. Company policy and procedures for enforcing safety and health regulations.
- (d) **FAILURE TO COMPLY:** Failure to implement, monitor, and enforce the safety and health program and the requirements of the standards and project specifications may result in the Contracting Officer's directed removal of the job superintendent or may result in suspension of all or part of the work. Southwestern's failure to order discontinuance of the Contractor's operations shall not relieve the Contractor of responsibility for the safety and health of personnel and property.
- (e) **ACCIDENT RECORDS AND REPORTING:** Maintain and furnish accurate records and reports to Southwestern. Verbal notifications are required immediately, and written reports are required within 8 hours on all job-related deaths, occupational diseases, traumatic injuries to employees or the public, and property damage caused by an accident as follows:
1. **Personal Injury/Illness:**
 - (A) **Job-Related Injuries/Illnesses:** Job-related injuries/illnesses to Contractor employees shall be reported to the COR. Injuries/illnesses shall be posted to the OSHA 200 Log and OSHA Form 101 and shall be available for review by the COR.
 - (B) **Public Injury:** Injuries to the public arising out of this contract shall be reported to the COR.
 2. **Equipment and Motor Vehicle Accidents:** Work site equipment and motor vehicle accidents, regardless of extent of injury or cost, shall be reported to the COR.
 3. **All Accidents:** When requested by the COR, participate in any investigation of accidents or incidents, including near-miss-type incidents.

H.08 EMPLOYEE REQUIREMENTS

- (a) **GENERAL:** Employees shall be qualified to perform their assigned duties. Employees shall not work while their ability or alertness is impaired because of

fatigue, illness, medications, drugs or alcohol, or any other reason that may expose them or others to injury.

- (b) **TRAINING:** The Contractor shall ensure that each employee entering the work site has experience, training, and, where required, the certification, skills, and knowledge necessary to safely perform their assigned tasks. In addition, the Contractor shall ensure each employee receives initial work site safety orientation and continued safety and health training addressing the hazards associated with the work and the measures necessary to control or eliminate the hazards.
- (c) **OPERATORS:** Employees operating motor vehicles and other equipment shall be licensed in accordance with applicable Federal and State laws and regulations.

H.09 PERSONAL PROTECTIVE EQUIPMENT

- (a) **GENERAL:** The Contractor shall be responsible for the identification need for personal protective equipment in work activities and requiring the wearing of appropriate personal protective equipment in accordance with all OSHA requirements and the following requirements.
- (b) **MINIMUM WEARING APPAREL:** All employees shall wear, as a minimum, full-length pants, short sleeve or T-shirt, and above-the-ankle leather work boots.
- (c) **HARD HATS:** All employees entering the area where construction work is in progress, with the exception of the parking area and the interior of shops and offices, shall wear hard hats. Provide hard hats for visitors entering hard hat areas. "Hard Hat Area" signs shall be furnished and erected.
- (d) **LADDERS:** Ladders shall be in accordance with 29 CFR 1926, Subpart X, "Stairways and Ladders", and the following:
 - 1. **Ladders of Conductive Material:** Ladders with side rails constructed of conductive material shall not be used in substations or on transmission lines.
 - 2. **Ladder Stability:** Ladders, except stepladders, shall be held or tied off when being climbed, when being worked from, or when a worker is getting on or off at an elevated position.

3. Ladder Rungs: Ladder rungs shall have skid-resistant surfaces and shall be maintained as such.

H.10 MATERIAL HANDLING AND STORAGE

Material handling and storage shall be as required by 29 CFR 1926, Subpart H, "Materials Handling, Storage, Use, and Disposal". Stack heavy material on adequate lagging to prevent shifting. Cylindrical-shaped material such as poles and pipe shall be handled with extra caution to prevent unplanned movement as required by 29 CFR 1910.178, Powered Industrial Trucks.

H.11 EQUIPMENT

- (a) GENERAL: Equipment shall be designed, manufactured, maintained, and operated as required by 29 CFR 1926 and 29 CFR 1910 and the requirements contained in this paragraph. Equipment shall be used only for the manufacturer's intended purpose.
 1. Riding on Equipment: Riding on equipment is prohibited unless a safe place to ride is provided. A safe place to ride is defined as a permanently affixed seat with passenger restraint device. Getting on or off equipment while in motion is prohibited.
- (b) ROLLOVER PROTECTIVE STRUCTURES AND SEAT BELTS: Equipment defined by 29 CFR 1926.1000, "Rollover Protective Structures (ROPS) for Material Handling Equipment", shall be equipped with rollover protective structures (ROPS) meeting the performance requirements of 29 CFR 1926.1001, "Minimum Performance Criteria for Rollover Protective Structures for Designated Scrapers, Loaders, Dozers, Graders, and Crawler Tractors". Equipment defined by 29 CFR 1926.602, "Material Handling Equipment", shall be equipped with seat belts in accordance with the requirements of that section. Agricultural and industrial tractors shall be equipped with the ROPS and seat belts, regardless of date of manufacture. Seat belts shall be worn when operating equipment that is required to be equipped with seat belts.

H.12 LIFTING DEVICES

- (a) GENERAL: Lifting devices shall be designed and manufactured or fabricated for their intended use and shall conform to applicable ANSI standards; 29 CFR 1910, Subpart N, "Materials Handling and Storage".
- (b) REPAIRS: Repairs shall be in strict compliance with manufacturer's instructions. Repairs to structural load carrying parts shall be certified by the manufacturer or a

registered Professional Engineer competent in structural analysis. Submit certification to the COR.

H.13 SUSPECT/COUNTERFEIT PARTS

All fasteners or bolts shall be in conformance with ASTM specifications. The Contractor shall comply with the Fastener Quality Act of 1990, P.L. 101-592 and regulations promulgated thereof. See Attachment D for the chart for "SUSPECT/COUNTERFEIT PARTS" in Section J.01/LIST OF ATTACHMENTS-CONTRACT.

H.14 MATERIAL SAFETY DATA SHEETS (MSDS)

The equipment provided under this contract is classified under the Federal Stock Group (FSG) as 61. The Federal Standard (FED-STD)313D dated April 3, 1996 and the Change Notice 1 to the FED-STD-313D dated March 21, 2000 provided as Attachment G in Section J/LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS of the contract identifies the equipment with the FSG of 61 to possibly contain hazardous materials. The Contractor shall submit the MSDS for each individual item which is defined as hazardous under paragraph 3.2 and as specified in Appendix A of the FED-STD-313D and its Change Notice. The MSDS shall be prepared in accordance with paragraph 4 of the FED-STD-313D and submitted to the appropriate Southwestern's Area A.O., A.O.'s address or facsimile number identified in contract clause no. G.08/AREA ADMINISTRATIVE OFFICERS in Section G/CONTRACT ADMINISTRATION DATA. It is not required for the Contractor to furnish a copy of the MSDS to the receipt points identified in paragraph 5 of the FED-STD-313D. Refer to the contract clause no. I.48/FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995) located in Section I/CONTRACT CLAUSES.

H.15 CLEARANCES, HOT LINE ORDERS, AND SPECIAL WORK PERMITS

(a) Information shall be secured concerning which facilities are energized at or near each worksite. All necessary precautions shall be taken for the safety of personnel and to keep employees fully informed of the work situation and safe work limits. Information concerning Southwestern facilities or other facilities under the operational control of Southwestern shall be obtained from the COR.

(1) Definitions

(i) Clearance -- Clearance is a procedure whereby energized electrical facilities are de-energized; and switches, disconnects, and circuit breakers are tagged or locked to prevent re-energization.

- (ii) Hot Line Order -- Hot line order is a procedure whereby adjacent electrical facilities may remain energized during Contractor operations but provides that, if any circuit breaker connected to the facility opens under fault conditions, it will not be reclosed until all employees and equipment working in the area are determined to be in the clear.
- (iii) Special Work Permit -- This is a written permit issued by Southwestern's inspector which indicates the limits of the work areas, restrictions, and conditions pertinent to the work. It is issued to the Contractor's authorized representative for all Contractor activities on or near facilities under the operational control of Southwestern.

The Contractor's authorized representative shall be the superintendent or other supervisors designated by the superintendent in writing.

- (b) Clearance and Hot Line Order requests shall be made in writing to the COR at least ten (10) working days prior to the anticipated work.
- (c) Special Work Permit requests shall be made in writing to Southwestern's inspector at least ten (10) working days prior to the anticipated work. The request shall include the plan of operation indicating the Contractor's authorized representative under whose direction the work will be performed, the work to be done, sequence of operations, time to start work, duration of work, number of employees and their classifications, safety precautions to be taken, type and location of barricades, warning signs, protective grounds, and description of equipment to be used in performing the work.
- (d) Following approval of the Contractor's plan of preparation and after obtaining a Clearance or Hot Line Order, Southwestern's inspector will issue a Special Work Permit to the Contractor's authorized representative.
- (e) Special Work Permit will indicate the limits of the work area, restrictions, and conditions pertinent to the work including Clearance or Hot Line Order, or both, issued by Southwestern. Both the Contractor's authorized representative and Southwestern inspector shall sign the Special Work Permit and each will retain a copy. The Contractor's authorized representative shall remain on site when work is being performed under a Clearance or Hot Line Order.
- (f) The Special Work Permit and limits of the work area shall be reviewed with employees before proceeding with the work, and as frequently thereafter as

necessary to ensure that all employees are knowledgeable of the work program and the required safety precautions.

- (g) After receipt of a Special Work Permit for a Clearance and prior to commencement of any work, 3-phase grounded shorts shall be installed under the observation of Southwestern's inspector.
 - (1) Using a hot-stick of sufficient length to maintain the clearance distance contained in Table V-1 of 29 CFR 1926, Subpart V, "Power Transmission and Distribution", "feel out" the circuit to ascertain it is de-energized.
 - (2) Install the protective ground leads by first attaching the leads to the approved ground.
 - (3) Attach the protective ground leads to the de-energized circuit with a hot-stick maintaining clearance distances contained in Table V-1 until all ground leads are attached. This clearance distance requirement shall be maintained between all parts of the workman's body and the protective ground lead being attached.
 - (4) Document location of protective ground leads on the Special Work Permit.
- (h) Additional grounding may be required depending on type and location of work being performed.
- (i) After the work has been completed, the Contractor shall advise the Southwestern inspector and the following will occur.
 - (1) The Southwestern inspector will check to determine that the equipment installed or modified is satisfactory for normal service or energization or is in safe condition for the action to be released.
 - (2) The Contractor shall then remove all protective ground leads, bonds, and other protective devices under the observation of Southwestern's inspector and in the reverse procedure specified in section (3).
 - (3) The Contractor's authorized representative holding the Special Work Permit shall sign both copies of the release of the Special Work Permit certifying that all personnel and equipment are in the clear and will remain in the clear and that all protective ground leads, bonds, and protective devices have been removed.

- (j) If it is necessary to transfer responsibility for work under a Special Work Permit from one Contractor's authorized representative to another, the following shall occur:
 - (1) A new Special Work Permit will be issued to the Contractor's new authorized representative by Southwestern's inspector with an explanation of the limits of the work defined thereon.
 - (2) Southwestern's inspector and the Contractor's new authorized representative will review the location and integrity of all protective ground leads, bonds, and other protective devices.
 - (3) The old Special Work Permit will then be released.

H.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

The Representations, Certifications, and Other Statements of the Contractor, dated _____, for this contract are hereby incorporated by reference.

H.17 INSURANCE - LIABILITY

- (a) Workers' Compensation and Employer's Liability. The Contractor and each of his Subcontractors shall, at all times during the life of this contract maintain such insurance as may be required to comply with applicable Federal and State Workers' Compensation and Occupational Diseases statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. The Contractor shall have liability coverage of at least \$100,000, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability. The Contractor shall have written on the compensation form of policy bodily injury liability insurance coverage of at least \$500,000 per occurrence and property damage liability insurance of at least \$100,000.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy.

The policy covering the operation of all automobiles used in connection with the contract shall provide at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) The Contractor shall furnish a certified copy of the insurance policy, or certificate of insurance, clearly indicating coverage and amounts required by this Special Condition.
- (e) In the event the form of any policy or the amount of the insurance or the company writing same is not satisfactory to the CO, the Contractor shall provide other policies in form and amount and with a company satisfactory to the Contracting Officer. The Contractor shall not cause any such policy of insurance to be canceled or permit it to lapse, and all such policies and certificates shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amount of insurance until notice has been mailed to the CO, Southwestern Power Administration, stating when, not less than ten (10) calendar days thereafter, such cancellation or reduction shall be effective.

H.18 EQUIVALENT ITEMS

- (a) A Contractor is not prohibited from furnishing an "equal" item merely because in the technical specifications a trade name or make or catalog number is used without the words "or equal". These words will be implied unless the technical specification expressly provides "no substitutes" or words equivalent thereto.
- (b) Reference to any equipment, material, article, or patented process, by the trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Contractor proposes to provide material, equipment, or articles that are not presented in the specification, the following must be completed:
 - (1) Request for substitution shall be made in writing with a cover letter, listing the material or equipment under consideration, together with the specification section and paragraph number wherein the material or equipment is specified. The submittals for the substitution shall be presented with the substitution request.
 - (2) Each request shall be documented with complete data substantiating compliance of proposed substitution with contract documents.
 - (3) Request constitutes a representation that the Contractor:
 - (i) Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.

- (ii) Shall provide the same warranty for substitution as for specified product.
 - (iii) Shall provide all design and engineering drawings, calculations, and details (including modifications to structures; building layouts; mechanical, electrical, and fire protection systems; etc.) as needed to accommodate installation of substitute material.
 - (iv) Shall provide complete shop drawings, product data, operating and maintenance manuals, and systems demonstrations in accordance with this Division and the technical specifications.
 - (v) Shall coordinate installation and make other changes which may be required for work to be complete in all respects.
 - (vi) Waives claims for additional costs which may subsequently become apparent.
 - (vii) Shall not have an adverse impact on approved schedules.
- (4) Substitutions shall not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.
 - (5) The COR will determine acceptability of proposed substitution and will notify the Contractor of acceptance or rejection in writing within thirty (30) calendar days.
 - (6) If a substitution submittal is incomplete and/or not in compliance with the specifications, the submittal will be rejected. Only one request for substitution will be considered for each product. If the substitution is not accepted, the Contractor shall provide the specified product produced by one of the specified manufacturers. Any delays in the construction schedule created by the Contractor submitting substitutions that do not meet the specifications (including unacceptable submittal packages) shall be at the cost of the Contractor with no additional cost to Southwestern.

H.19 MATERIAL AND WORKMANSHIP

- (a) All equipment, material, and articles, incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided authorized by the Contracting Officer.

- (b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work Any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

H.20 CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

H.21 ACCIDENT PREVENTION

- (a) The Contractor shall provide and maintain work environments and procedures which will
 - (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (c) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

H.22 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2000)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriate matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.23 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS—SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.24 PERFORMANCE EVALUATIONS - CONTRACTOR PERFORMANCE SYSTEM

Southwestern Power Administration (Southwestern) participates over the Internet in completing government performance evaluations in the National Institute of Health (NIH) Contractor Performance System (CPS). Southwestern may perform interim and or final evaluations of the Contractor's performance under this contract via the Internet. The Contractor receives notification of an evaluation via e-mail. The Contractor then accesses the evaluation, reviews, and submits comments (if required) via the Internet. The automated review process includes interaction between the Contractor and the Contracting Officer as well as between the Project Manager/COR and the Contracting Officer. Once the evaluation is finalized, it is set into the CPS as "completed" and is available for all the Department of Energy and any NIH authorized subscribers to review. The Contractor receives electronic access to the "completed" evaluation.

Under this contract, the Contractor is required to participate and, if not already registered, shall register with the NIH. The Contractor shall register within ten (10) calendar days from the date of award of this contract. The registration form is available at the Internet address <http://ocm.od.nih.gov/cdmp.htm>. For more information, the NIH CPS staff can be contacted at the e-mail address CPSACCESS@od.nih.gov or viewing the web site address <http://silk.nih.gov/silk/cpsinfo/>. Once registered and if already registered, the Contractor shall notify the Contracting Officer and provide the following information:

- (1) Primary Contractor Representative's name, e-mail address, telephone number, and unique identifier (ID) and (2) the alternate Contractor Representative's name, e-mail address, and telephone number. After registration, the Contractor may access online training at the Internet address of <http://ContractorCBT.od.nih.gov>.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.01 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses - <http://www.arnet.gov/far>

DEAR clauses - <http://www.pr.doe.gov/dear.html>

I.02 DEAR 952.202-1 DEFINITIONS (OCT 1995) - ALTERNATE I (JAN 1997)

I.03 FAR 52.203-3 GRATUITIES (APR 1984)

I.04 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

I.05 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

I.06 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

I.07 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I.08 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I.09 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

I.10 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

I.12 DEAR 952.208-70 PRINTING (APR 1984)

I.13 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

I.14 FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

I.15 FAR 52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

I.16 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

I.17 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

I.18 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.19 FAR 52.222-3 CONVICT LABOR (AUG 1996)

I.20 FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

I.21 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.22 FAR 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

- I.23 FAR 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- I.24 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- I.25 FAR 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- I.26 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
- I.27 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.28 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)
- I.29 FAR 52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS (FEB 2000)
- I.30 FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- I.31 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- I.32 FAR 52.227-3 PATENT INDEMNITY (APR 1984)
- I.33 FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- I.34 FAR 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
- I.35 FAR 52.232-1 PAYMENTS (APR 1984)
- I.36 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- I.37 FAR 52.232-11 EXTRAS (APR 1984)
- I.38 FAR 52.232-17 INTEREST (JUNE 1996)
- I.39 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.40 FAR 52.232-25 PROMPT PAYMENT (MAY 2001)
- I.41 FAR 52.233-1 DISPUTES (DEC 1998)
- I.42 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.43 FAR 52.242-13 BANKRUPTCY (JUL 1995)
- I.44 FAR 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
- I.45 FAR 52.248-1 VALUE ENGINEERING (FEB 2000)--ALTERNATE I (APR 1984)
- I.46 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
- I.47 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.48 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION OF MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

(If none, insert "None") Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR

1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.49 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
 - (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- (4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
 - (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--
 - (1) The Contractor shall notify the Contracting Officer; and
 - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--
 - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
 - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**I.50 FAR 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--
-SUPPLIES (FEB 2000)**

(a) Definitions. As used in this clause--

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

- (b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act--Balance of Payments Program Certificate."

I.51 FAR 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE I (JUNE 1987) AND IV (JUN 1987)

- (a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, con-figuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial

and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

- (1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be

provided in a collateral agreement incorporated in or made part of this contract.

- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.
- (d) Release, publication and use of data.
 - (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
 - (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
- (e) Unauthorized marking of data.
 - (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
 - (i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at

any time after said period and the data will no longer be made subject to any disclosure prohibitions.

- (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.
- (4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

- (f) Omitted or incorrect markings.
- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--
- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
- (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

- (2) Reserved.
- (3) Reserved.
- (h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.
- (i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.52 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

- (a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.

- (c) The contract price shall be increased by the amount of any after- imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after- relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

I.53 FAR 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment.
 - (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or

- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information.
 - (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by ten (10) days from date of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
 - (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment.
 - (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT

information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

- (e) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment due; and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve Sytem, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the

Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (5) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

- (6) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (7) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (8) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.54 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001)

- (a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.55 FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

SECTION H/SPECIAL CONTRACT REQUIREMENTS:

Contract Clause No. H.16/REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS, the date from the Contract Clause No. K.17/SIGNATURE/CERTIFICATION is inserted in this clause to reflect the Contractor's date of acknowledgment.

SECTION K/REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS:

The entire Section K is removed from the contract but is incorporated by reference as stated in contract clause no. H.16/REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS.

STANDARD FORM 33/SOLICITATION, OFFER, AND AWARD:

Under item no. 11, Table of Contents, Sections K, L, and M are deleted.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>TITLE OF CLAUSE</u>
J.01	LIST OF ATTACHMENTS - CONTRACT
J.02	LIST OF ATTACHMENTS - SOLICITATION

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.01 LIST OF ATTACHMENTS - CONTRACT

The following attachments apply to this contract:

ATTACHMENT-TITLE	PAGES
A CONTRACT DRAWING LIST AND DRAWINGS	6
B DOE F 1332.1 REPORTING REQUIREMENTS CHECKLIST AND CONTRACTOR'S SUBMITTAL DISTRIBUTION LIST	2
C SWPA F 2240.7 BANK INFORMATION FOR PAYMENTS	1
D SUSPECT/COUNTERFEIT PARTS CHART	1
E WASTE DISPOSAL MANIFEST FOR LEAD-BASED PAINT OR ASBESTOS CONTAINING MATERIALS	1
F ASBESTOS/LEAD-BASED PAINT WORK REPORT FORM FOR WORK INVOLVING ASBESTOS CONTAINING MATERIALS OR LEAD-BASED PAINT	2
G FEDERAL STANDARD 313D, DATED 04/01/96, AND CHANGE NOTICE 1, DATED 03/21/00	12

ATTACHMENT A

CONTRACT DRAWING LIST AND DRAWINGS

SOUTHWESTERN POWER ADMINISTRATION
DRAWING LIST AND DRAWINGS

The following listed drawings are considered to be included in this contract as pages 120 through 175.

VAN BUREN SWITCHING STATION

<u>Drawing Title</u>	<u>Drawing Number</u>
Van Buren Switching Station One Line Diagram	1008-E1001
Van Buren Switching Station One-Line Diagram AC and DC System	1008-E1002
Van Buren Switching Station 161Kv Bus Tie (PCB 02) CT & VT Circuits Schematic Diagram	1008-E1100
Van Buren Switching Station 161Kv Gore (PCB 12) Line CT & VT Circuits Schematic Diagram	1008-E1101
Van Buren Switching Station 161Kv Ozark (PCB 22) Line CT & VT Circuits Schematic Diagram	1008-E1102
Van Buren Switching Station 161Kv R.S. Kerr (PCB 32) Line CT & VT Circuits Schematic Diagram	1008-E1103
Van Buren Switching Station 161Kv OG&E VBI (PCB 52) Line CT & VT Circuits Schematic Diagram	1008-E1104
Van Buren Switching Station Bus Differential CT Circuits Schematic Diagram	1008-E1105
Van Buren Switching Station OG&E VBI Line Metering & Telemetry Schematic Diagram	1008-E1106

Van Buren Switching Station PCB 02 DC Control Circuit Schematic Diagram	1008-E1200
Van Buren Switching Station 161Kv Bus Tie (PCB 02) Relay DC Circuit Schematic Diagram	1008-E1201
Van Buren Switching Station PCB 12 DC Control Circuit Schematic Diagram	1008-E1202
Van Buren Switching Station 161Kv Gore Line (PCB 12) Relay DC Circuit Schematic Diagram	1008-E1203
Van Buren Switching Station PCB 22 DC Control Circuit Schematic Diagram	1008-E1204
Van Buren Switching Station 161Kv Ozark Line (PCB 22) Relay DC Circuit Schematic Diagram	1008-E1205
Van Buren Switching Station PCB 32 DC Control Circuit Schematic Diagram	1008-E1206
Van Buren Switching Station 161Kv R.S. Kerr Line (PCB 32) Relay DC Circuit Schematic Diagram	1008-E1207
Van Buren Switching Station PCB 52 DC Control Circuit Schematic Diagram	1008-E1208
Van Buren Switching Station 161Kv OG&E VBI Line (PCB 52) Relay DC Circuit Schematic Diagram	1008-E1209
Van Buren Switching Station Bus Differential DC Circuit Schematic Diagram	1008-E1210

Van Buren Switching Station 161Kv Breaker Failure DC Circuit Schematic Diagram	1008-E1211
Van Buren Switching Station Communications DC Circuits Schematic Diagram	1008-E1212
Van Buren Switching Station Switchboard Layout	1008-E1300
Van Buren Switching Station Panels 1F & 1R Material List	1008-E1301
Van Buren Switching Station Panels 1F & 1R Nameplate List	1008-E1302
Van Buren Switching Station Panels 2F & 2R Material List	1008-E1303
Van Buren Switching Station Panels 2F & 2R Nameplate List	1008-E1304
Van Buren Switching Station Switchboard Panel 1F Wiring Diagram	1008-E1400-1
Van Buren Switching Station Switchboard Panel 1F Wiring Diagram	1008-E1400-2
Van Buren Switching Station Switchboard Panel 1R Wiring Diagram	1008-E1401-1
Van Buren Switching Station Switchboard Panel 1R Wiring Diagram	1008-E1401-2

Van Buren Switching Station Switchboard Panel 2F Wiring Diagram	1008-E1402-1
Van Buren Switching Station Switchboard Panel 2F Wiring Diagram	1008-E1402-2
Van Buren Switching Station Switchboard Panel 2R Wiring Diagram	1008-E1403-1
Van Buren Switching Station Switchboard Panel 2R Wiring Diagram	1008-E1403-2
Van Buren Switching Station PCB 02 Connection Diagram	1008-E1500
Van Buren Switching Station PCB 12 Connection Diagram	1008-E1501
Van Buren Switching Station PCB 22 Connection Diagram	1008-E1502
Van Buren Switching Station PCB 32 Connection Diagram	1008-E1503
Van Buren Switching Station PCB 52 Connection Diagram	1008-E1504
Van Buren Switching Station Relay Carrier Cabinet SPA-85 Connection Diagram	1008-E1505
Van Buren Switching Station Wiring Diagram Interface Cabinet	1008-E1601-1

Van Buren Switching Station Wiring Diagram Interface Cabinet	1008-E1601-2
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Van Buren Switching Station Wiring Diagram Interface Cabinet	1008-E1602
--	------------

Van Buren Switching Station Electrical Station Conduit Plan and Details	1008-E3101
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R.S. KERR DAM

<u>Drawing Title</u>	<u>Drawing Number</u>
R.S. Kerr Dam One-Line Diagram Metering and Relaying	5047-E1002
R.S. Kerr Dam Line 3 Metering & Relaying Three Line Diagram	1870-P25-72/3
R.S. Kerr Dam Line 3 Relays, OCB & MOD Schematic Diagram	1870-P25-72/4
R.S. Kerr Dam 161Kv Breaker Failure DC Circuit Schematic Diagram	RKD1
R.S. Kerr Dam Communications DC Circuits Schematic Diagram	RKD4
R.S. Kerr Dam Main Switchboard Rear Panel Layout	RKD2
R.S. Kerr Dam Switchboard Panels 3F & 3R Switchboard Details	5047-E1300

R.S. Kerr Dam
Panel 3R
Material & Nameplate List

RKD3

R.S. Kerr Dam
Main Switchboard Panel 3F
Wiring Diagram

DF-733-6

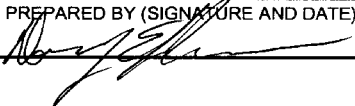
R.S. Kerr Dam
Main Switchboard Panel 3R
Wiring Diagram

DF-733-7

ATTACHMENT B

DOE F1332.1 REPORTING REQUIREMENTS CHECKLIST AND
CONTRACTOR'S SUBMITTAL DISTRIBUTION LIST

U.S. DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM PROJECT TITLE Relay Duplex Switchboard Replacement at VanBuren Switch Sta & RS Kerr Dam		2. IDENTIFICATION NUMBER DE-AC75-01SW51741		
3. PARTICIPANT NAME AND ADDRESS				
4. PLANNING AND REPORTING REQUIREMENTS				
A. General Management <input type="checkbox"/> Management Plan <input type="checkbox"/> Status Report <input type="checkbox"/> Summary Report B. Schedule/Labor/Cost <input type="checkbox"/> Mission Schedule/Plan <input type="checkbox"/> Labor Plan <input type="checkbox"/> Facilities Capital Cost of Money <input type="checkbox"/> Factors Computation <input type="checkbox"/> Contract Facilities Capital & Cost of Money <input type="checkbox"/> Cost Plan <input type="checkbox"/> Labor Management Report <input type="checkbox"/> Cost Management Report C. Exception Reports <input type="checkbox"/> Conference Record <input type="checkbox"/> Hot Line Report D. Performance Measurement <input type="checkbox"/> Management Control System Description <input type="checkbox"/> WBS Dictionary <input type="checkbox"/> Index <input type="checkbox"/> Element Definition <input type="checkbox"/> Cost Performance Reports <input type="checkbox"/> Format 1 - WBS <input type="checkbox"/> Format 2 - Function <input type="checkbox"/> Format 3 - Baseline		Frequency	E. Financial <input type="checkbox"/> Statement of Income and Expense <input type="checkbox"/> Balance Sheet <input type="checkbox"/> Cash Flow Statement <input type="checkbox"/> Statement of Changes in Financial Position <input type="checkbox"/> Loan Drawdown Report <input type="checkbox"/> Operating Budget <input type="checkbox"/> Supplementary Information F. Technical <input type="checkbox"/> Notice of Energy RD&D Project (Required with any of the following) <input type="checkbox"/> Technical Progress Report <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input type="checkbox"/> Technical Report <input type="checkbox"/> Final Technical Report <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input checked="" type="checkbox"/> Software <input type="checkbox"/> Other (Specify) _____ Contractor's Submittals (see attached distribution list)	Frequency
5. FREQUENCY CODES A - As Required B - Changes to Contractual Agreement C - Final (end of effort) M - Monthly O - Once After Award Q - Quarterly S - Semi-Annually X - With Proposal/Bid/Application or with Significant Changes Y - Yearly or Upon Renewal of Contractual Agreement				
6. SPECIAL INSTRUCTIONS (ATTACHMENTS) <input type="checkbox"/> Report Distribution List/Addressees Reporting Elements Due Dates <input type="checkbox"/> Analysis Thresholds Work Breakdown Structure Other				
7. PREPARED BY (SIGNATURE AND DATE) 		8. REVIEWED BY (SIGNATURE AND DATE)		

CONTRACTOR'S SUBMITTAL DISTRIBUTION LIST

DESCRIPTION	SECTION/ CONTRACT CLAUSE NO.	SUBMITTAL SCHEDULE	NUMBER OF COPIES	
			SOUTHWESTERN	WOODARD & ASSOCIATES
Contractor's Program	1.1.4	15 calendar days after contract award notice and is updated and submitted as needed or directed by the COR	2 copies	1 copy
Marked-up Switchboard Bill of Materials and Layout Drawings	2.4.3.1.1	30 calendar days after award of contract	1 print	2 prints
Cable Data	2.4.3.1.2	30 calendar days after award of contract	1 copy	2 copies
Switchboard Structural Details	2.4.3.1.3	60 calendar days after award of contract	1 print	2 prints
Cost Breakdown	2.4.3.1.4	60 calendar days after award of contract	1 copy	1 copy
Marked-up Schematic and Wiring Diagrams	2.4.3.1.5	10 calendar days after contract completion	1 marked print	2 marked prints
Final Drawings (including AutoCAD 3-1/2 inch Floppy Disk)	2.4.3.1.6	30 calendar days before panel delivery	2 prints 1 floppy	1 print
Instruction Books	2.4.3.1.7	30 calendar days before panel delivery	3 copies	1 copy
Acceptance Tests	2.1.2	2 weeks before shipment of sections	3 copies	1 copy
Written Report for Waste Discharge during Transportation	H.05 (c)	At time of incident	2 copies	--
Photographs	2.4.3.1.8	One week before panel delivery	1 set	1 set
Project Record Documents	3.3	10 calendar days after completion of work	Intentionally Blank	1 set
Work Form for Working with Asbestos or Lead-Based Paint	H.06(a)	Prior to any asbestos-related or lead-based paint activity	2 copies	--
Accident Reports for Personal Injury, Equipment, Motor Vehicles, Property Damage	H.07(e)(3)	Within 8 hours from time of incident	2 copies	--
Material Safety Data Sheet (MSDS)	H.14 & I.48	Within 10 calendar days prior to delivery of equipment	2 copies	--
Waste Disposal Manifest for Lead-Based Paint or Asbestos Containing Material	H.06(a)	Prior to any asbestos-related or lead-based paint activity	2 copies	--
Certificate of Disposal from Disposal Site	H.04 (c)	Within 3 calendar days of disposal	1 copy	--
Bank Information for Payments Form	G.02	Within 10 calendar days from contract award date	1 copy	--
Register with NIH	H.21	Within 10 calendar days from date of contract award date. Notify Contracting Officer.	--	--

ATTACHMENT C

SWPA F 2240.7 BANK INFORMATION FOR PAYMENTS

BANK INFORMATION FOR PAYMENTS

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

*** Payment Process cannot begin until this form is completed and received by the Agency ***

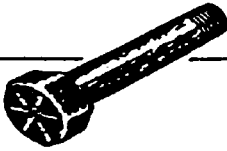
AGENCY INFORMATION					
FEDERAL PROGRAM AGENCY U.S. Department of Energy - Southwestern Power Administration				VENDOR #	
AGENCY IDENTIFIER SWPA	AGENCY LOCATION CODE (ALC) 89001601	ACH FORMAT <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP			
ADDRESS Post Office Box 1619 - S5211 Tulsa, Oklahoma 74101		WEB PAGE http://www.swpa.gov		EMAIL ADDRESS cashmgmt@swpa.gov	
CONTACT PERSON NAME Maryann Henry				TELEPHONE NUMBER (918) 595-6641	
ADDITIONAL INFORMATION 2nd Contact - Cathy Stillson (918) 595-6643				FACSIMILE NUMBER (918) 595-6656	
PURCHASING OFFICIAL SIGNATURE				DATE	
PAYEE/COMPANY INFORMATION					
NAME				FEDERAL TAXPAYER IDENTIFICATION NUMBER	
ADDRESS		CHECK TYPE OF BUSINESS ENTITY <input type="checkbox"/> Corporation (C) <input type="checkbox"/> Individual/Sole Proprietor (I) <input type="checkbox"/> Non-Profit (N) <input type="checkbox"/> Partnership (P) <input type="checkbox"/> Federal (F) <input type="checkbox"/> State/Local (S)			
CITY	STATE	ZIP CODE			
CONTACT PERSON NAME				TELEPHONE NUMBER	
CONTACT PERSON SIGNATURE				FACSIMILE NUMBER	
SOUTHWESTERN SENDS AN EMAIL MESSAGE CONTAINING DETAILED PAYMENT INFORMATION FOR EACH ACH PAYMENT PROCESSED.					
EMAIL ADDRESS		EMAIL ADDRESS POINT OF CONTACT NAME		CC: EMAIL ADDRESS	
FINANCIAL INSTITUTION INFORMATION					
NAME		ADDRESS			
CITY	STATE	ZIP	TELEPHONE NUMBER		
ACH COORDINATOR NAME		SIGNATURE/DATE			
DEPOSITOR ACCOUNT NUMBER		NINE-DIGIT ROUTING TRANSIT NUMBER			
DEPOSITOR ACCOUNT TITLE					
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCK BOX					

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

ATTACHMENT D
SUSPECT/COUNTERFEIT PARTS CHART

SUSPECT/COUNTERFEIT PARTS



HEADMARK LIST

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS:



Grade 5



Grade 8

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK MANUFACTURER



J

Jinn Her (TW)

MARK MANUFACTURER



KS

Kosaka Kogyo (JP)

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK MANUFACTURER



A

Asahi Mfg (JP)

MARK MANUFACTURER



KS

Kosaka Kogyo (JP)



NF

Nippon Fasteners (JP)



RT

Takai Ltd (JP)



H

Hinomoto Metal (JP)



FM

Fastener Co of Japan (JP)



M

Minamide Sleybo (JP)



KY

Kyoei Mfg (JP)



MS

Minato Kogyo (JP)



J

Jinn Her (TW)



Hollow Triangle

Infesee (CA TW JP YU) (Greater than 1/2 inch dia)



E

Daiel (JP)



UNY

Unythe (JP)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER



KS

Kosaka Kogyo (JP)

GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER

Type 1



A325 KS

Kosaka Kogyo (JP)

Type 2

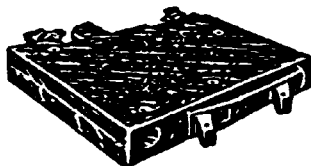


Type 3



Key: CA-Canada, JP-Japan, TW-Taiwan, YU-Yugoslavia

ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.



OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED (SEE BULLETIN, NO. DOE/EH-0266)

ATTACHMENT E
WASTE DISPOSAL MANIFEST FOR LEAD-BASED PAINT OR
ASBESTOS CONTAINING MATERIALS

Southwestern Power Administration
Waste Disposal Manifest for Lead-Based Paint or
Asbestos Containing Materials

Area Office _____ Telephone _____ Manifest No. _____

Address _____

Waste Description and Source _____

Weight or Volume of materials (cubic yards) _____

I certify that the above materials are properly packed and labeled according to applicable regulations.

Administrative Officer Date

Waste Transporter _____

Address _____

Telephone _____ Shipping Date _____

Transporter Date

Waste Disposal Company _____

Site Address _____

Material Disposal Date _____

I certify that the above materials have been properly disposed according to applicable regulations.

Disposal Site Owner/Operator Date

Notice: This document must be returned to Southwestern Power Administration within 35 days of the Shipping Date above.

ATTACHMENT F

ASBESTOS/LEAD-BASED PAINT WORK REPORT FORM FOR
WORK INVOLVING ASBESTOS CONTAINING MATERIALS OR LEAD-BASED PAINT

Southwestern Power Administration
Asbestos/Lead-Based Paint Work Report Form for
work involving asbestos containing materials or lead-based paint

Location of Work: _____ Work Dates: _____ Permit No: _____

Description of Work: _____

Area (square feet) or Length (feet) of lead-based paint or asbestos material removed or disturbed:

Class of work: III or IV

Description of Work Procedures for Lead-based Paint or Asbestos Containing Materials:

Materials and Equipment Required:

_____ HEPA Vacuum	_____ Duct tape
_____ Disposal bags and labels	_____ Disposable coveralls
_____ for inside bag	_____ Disposable hood
_____ Boot covers	_____ Glovebags
_____ Water bottles for wet methods	_____ Soap foam
_____ Sponge	_____ Encapsulant
_____ Disposable plastic dropcloths/sheets	_____ Manifest forms
_____ Respirator with asbestos cartridge	_____ State permit forms
_____ Airline respirator	_____ Other _____
_____ Petroleum gelly	

Disposal Bag Number	Description of Bag Contents
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Disposal Company: _____

Address: _____ Phone: _____

Disposal Pickup and Delivery Dates: _____

Disposal Order/Manifest/Control Numbers: _____

Work Permit developed by: _____ Date: _____

Work Permit approved by: _____ Date: _____

Work performed by: _____

ATTACHMENT G
FEDERAL STANDARD 313D, DATED 04/01/96, AND CHANGE NOTICE 1, DATED
03/21/00

[NOT MEASUREMENT SENSITIVE]
FED-STD-313D
APRIL 3, 1996
SUPERSEDING
FED-STD-313C
March 1, 1988

FEDERAL STANDARD
MATERIAL SAFETY DATA, TRANSPORTATION DATA AND DISPOSAL DATA
FOR HAZARDOUS MATERIALS FURNISHED TO GOVERNMENT ACTIVITIES

The General Services Administration has authorized the use of this federal standard by all federal agencies.

1. **Scope and Purpose.** This standard establishes requirements for the preparation and submission of Material Safety Data Sheets (MSDS) by contractors who provide hazardous materials to government activities. Data obtained will be used within the government in employee safety and health programs and to provide for safe handling, storage, use, transportation and environmentally acceptable disposal of hazardous materials by government activities.

2. **Referenced Documents.** The following documents form a part of this standard to the extent specified herein. Unless otherwise specified, the issue in effect on the date of invitation for bids or request for proposal shall apply.

Code of Federal Regulations (CFR)

10 CFR - Energy

29 CFR Part 1910 - Occupational Safety and Health Standards.

29 CFR Part 1926 - Safety and Health Regulations for Construction

40 CFR - Protection of Environment

49 CFR Parts 100-180 - Hazardous Materials Regulations

(The CFR is available mail order from the Superintendent of Documents, ATTN: New Order, PO Box 371954, Pittsburgh, PA 15250-7954. When indicated, reprints of certain regulations may be obtained from the federal agency responsible for issuance thereof. Charge orders may be telephoned to the Government Printing Office order desk at (202) 512-1800.)

US Air Force Joint Manual:

AFJMAN 24-204/TM38-250/NAVSUP PUB 505/MCO P4030.19F/DLAM 4145.3-
Preparing Hazardous Materials for Military Air Shipments

(Application for copies should be addressed via the Contract Administration Office (CAO), Defense Contract Management Area Operations (DCMAO's) or the Defense Plant Representative Office (DPRO). An electronic copy of AFJMAN 24-204 can be accessed via the World Wide Web (WWW) Air Force HAZMAT Bulletin Board at <http://www.afmc.wpafb.af.mil:12000/lib/ppb.html>, and then selecting the HAZMAT Bulletin Board.)

FSC MISC

Beneficial comments, recommendations, additions, deletions, clarifications, etc., and any other data which may improve this document should be sent to: General Services Administration, Engineering & Commodity Management Division (10FTE), 400 15th St. SW, Auburn, WA 98001.

International Air Transport Association:

"Dangerous Goods Regulations"

(Application for copies should be addressed to: Publications Assistant, International Air Transport Association, 2000 Peel Street Room 3050, Montreal, Quebec, Canada H3A 2R4. This is also available from commercial booksellers.)

International Maritime Organization:

"International Maritime Dangerous Goods Code"

(Application for copies should be addressed to: International Maritime Organization, 4 Albert Embankment, London, SE1 7SR, England. This is also available from commercial booksellers.)

American Conference of Governmental Industrial Hygienists (ACGIH):

"Threshold Limit Values for Chemical Substances and Physical Agents in the Workroom Environment"

(Application for copies should be addressed to: American Conference of Governmental Industrial Hygienists, 1330 Kemper Meadow Drive, Cincinnati, OH 45240.)

International Civil Aviation Organization

"Technical Instructions for the Safe Transport of Dangerous Goods By Air"

(Application for copies should be addressed to the Document Sales Unit, International Civil Aviation Organization, 1000 Sherbrooke St. W. Suite 400, Montreal, Quebec, Canada H3A 2R2.)

US Postal Service Mailability Regulations

Domestic Mail Manual CO23

Publication 52 - Acceptance of Hazardous, Restricted, or Perishable Matter

(Copies are available from Business Mail Acceptance at USPS Headquarters, and Postal Service Rates and Classification Service Centers around the country.)

American National Standards Institute (ANSI)

Z400.1 - Material Safety Data Sheets - Preparation

ANSI/UCC -1.1995 UPC Symbol Specification

(Application for copies should be addressed to: American National Standards Institute, 11 West 42nd Street, New York, New York 10036.)

3. Definitions.

3.1 Contractor. Any contractor, supplier, manufacturer, or other party who provides material to a government agency.

3.2 Hazardous material.

3.2.1 Any item or chemical which is a "health hazard" or "physical hazard" as defined by OSHA in 29 CFR 1910.1200, which includes the following:

- chemicals which are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic system, and agents which damage the lungs, skin, eyes, or mucous membranes;

- chemicals which are combustible liquids, compressed gases, explosives, flammable liquids, flammable solids, organic peroxides, oxidizers, pyrophorics, unstable (reactive) or water-reactive;

- chemicals which in the course of normal handling, use, or storage operations may produce or release dusts, gases, fumes, vapors, mists or smoke which have any of the above characteristics.

3.2.2 Any item or chemical which is reportable or potentially reportable or notifiable as inventory under the reporting requirements of the Hazardous Chemical Reporting (40 CFR Part 370), or as an environmental release under the reporting requirements of the Toxic Chemical Release Reporting: Community Right To Know (40 CFR Part 372), which includes the following:

- chemicals with special characteristics which in the opinion of the manufacturer can cause harm to people, plants, or animals when released by spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other receptacles).

3.2.3 Any item or chemical which, when being transported or moved, is a risk to public safety or an environmental hazard and is regulated as such by one or more of the following:

- Department of Transportation Hazardous Materials Regulations (49 CFR 100-180);

- International Maritime Dangerous Goods Code of the International Maritime Organization (IMO);

- Dangerous Goods Regulations of the International Air Transport Association (IATA);

- Technical Instructions of the International Civil Aviation Organization (ICAO);

- US Air Force Joint Manual, Preparing Hazardous Materials for Military Air Shipments (AFJMAN 24-204).

3.2.4 The item or chemical is a special nuclear source, or by-product material as defined in 10 CFR or is regulated or referred to as radioactive under one or more of the referenced documents in paragraph 2 above.

4. Requirements

4.1 **Referencing this standard in purchase documents.** Government agencies shall reference this standard in commodity specifications, contracts, and other purchase documents to assure inclusion of adequate requirements and clear instructions to contractors for the preparation and submission of Material Safety Data Sheets.

4.2 **Preparation and submission of MSDS.**

4.2.1 Items requiring an MSDS. Contractors shall furnish a separate MSDS for each individual item which is defined as hazardous in paragraph 3.2, or which is required by the contract or order, or as specified in Appendix A.

4.2.2 Preparation of the MSDS. The MSDS shall meet all requirements of the 29 CFR 1910.1200 and should be in accordance with the 16 part format specified by the ANSI Z400.1 standard and shall include all information that is pertinent to the product. In addition, all information required in paragraph 4.3 must be included in the MSDS.

4.2.3 Submission of the MSDS.

4.2.3.1 Copies of the MSDS shall be provided as specified in the contract, order, and the Hazard Communication Standard (29 CFR 1910.1200)

4.2.3.2 Unless otherwise specified in the contract or order, one copy of the MSDS shall be furnished to the Service/Agency MSDS receipt point(s) listed in paragraph 5 for the Military service or Federal agency that purchased the item.

4.2.3.3 Electronic transmission of the MSDS may be accepted, depending on the receiving agencies capabilities.

4.2.4 Revision of MSDS. The contractor shall submit a revised MSDS when there has been a change in the composition or characteristics of the product which affects any of the information on the MSDS, or when the contractor becomes newly aware of any significant information regarding the hazards of a chemical or ways to protect against hazards. The revised MSDS shall be submitted to the Service/Agency MSDS receipt point(s) listed in paragraph 5 for the Military service or Federal agency that purchased the item, and shall be included with future shipments.

4.3 Additional information required on the MSDS. The MSDS shall contain the following information in addition to all health and safety information pertinent to the product. The preparer of the MSDS shall provide a response for each item listed below.

4.3.1 The contract or solicitation number, manufacturer's CAGE (Commercial and Government Entity) code, and contractors name and CAGE code.

4.3.2 The national stock number, activity control number, or local stock number specified in the contract. If these are not present, enter the Federal Supply Schedule Special Item Number for the item.

4.3.3 Where applicable, the specification reference including specification number, revision letter, type, grade, and class.

4.3.4 The chemical and common name(s), CAS (Chemical Abstract Service) Registry number, and exact percentage by weight of composition of all ingredients which are hazardous as defined in paragraph 3.2.

4.3.5 The OSHA permissible exposure limit, ACGIH Threshold Limit Value, and any other exposure limit used or recommended by any other recognized toxicological group, the manufacturer, importer, or employer preparing the MSDS, for each hazardous ingredient.

4.3.6 Report toxic chemicals as required under 40 CFR Part 355, 40 CFR Part 370, and 40 CFR Part 372.

4.3.7 Transportation data, to include the Proper Shipping Name, United Nations or North America Identification Number, Hazard Class, Packaging Group, and USPS Mailability.

5. Material Safety Data Sheet Receipt Points. In addition to any other MSDS requirements in the contract, contractors shall submit one copy of each MSDS to the address indicated below for the Service/Agency/GSA Commodity Center which procured the item.

Procuring Service/Agency	MSDS receipt point
Air Force:	AL/OEMB 2402 E Drive Brooks AFB, TX 78235-5114
Army:	Chief USAMC LOGSA Packaging, Storage, and Containerization Center ATTN: AMXLS-TP-T 11 Hap Arnold Blvd. Tobyhanna, PA 18466-5097
Defense Logistics Agency:	Commander Defense Supply Center, Richmond ATTN: DSCR-VBA 8000 Jefferson Davis Highway Richmond, VA 23297-5607
Defense Mapping Agency:	Director Defense Mapping Agency ATTN: HRG, Occupational Health, A-8 8613 Lee Highway Fairfax, VA 22031
GSA - All Commodities:	GSA-FSS Paints and Chemicals Commodity Center ATTN: HMIS (10FTE) 400 15th St. SW Auburn, WA 98001-6599
Marine Corps:	Commanding Officer Navy Environmental Health Center ATTN: Code IH-HMIS 2510 Walmer Ave. Norfolk, VA 23513-2617
National Aeronautics and Space Administration:	National Aeronautics and Space Administration Occupational Health Office Code UOO 300 E Street Washington, DC 20546
National Security Agency:	Director National Security Agency Central Security Service ATTN: CODE L542 Ft. George G. Meade, MD 20756-6000

FED-STD-313D

Navy:	Commanding Officer Navy Environmental Health Center ATTN: Code IH-HMIS Walmer Ave. Norfolk, VA 23513-2617
Postal Service:	United States Postal Service Safety and Risk Management 475 L'Enfant Plaza West, SW Washington, DC 20260-4231
Tennessee Valley Authority:	Tennessee Valley Authority Employee Relations and Safety Program Operations P.O. Box 1010 MPB 1B Muscle Shoals, AL 35662-1010
US Coast Guard:	Commandant (G-KSE) United States Coast Guard 2100 2nd Street, SW Washington, DC 20593-0001
Veterans Affairs:	Submit to the Facility Safety Official at the Veterans Affairs facility contracting for the item. National Engineering Service Center Department of Veterans Affairs 2350 Market Plaza, Suite 100 St. Louis, MO 63103

6. NOTES

6.1 Universal Product Code (UPC). It is recommended that the UPC number, as printed on the product label, be printed on the MSDS. The UPC is equivalent to the CAGE Reference number. Use of the UPC as a license plate will greatly improve the ability to find the correct MSDS for the product.

MILITARY INTEREST:

Military Coordinating Activity
DLA-DH

Custodians

Army - MD
Navy - SA
Air Force - 07

Review Activities

Army - SM
Navy - MS, AS, SH
Air Force - 69
DLA - GS
Marine Corps - MC (LF, LPP, SD)
(Headquarters)

CIVIL AGENCY COORDINATING ACTIVITIES:

COM-NIST
DOE
EPA
HHS-NIH
HHS-DSR
DOL-TEC
DOT-OST
VA-OSS

PREPARING ACTIVITY:

GSA-FSS

APPENDIX A - Identification of Hazardous Items by Federal Supply Class/Group (FSC/FSG)

10. FSC/FSG identification of hazardous items. Any FSC/FSG could contain a hazardous item.

Table I and Table II are not intended to be inclusive listings of all hazardous items, but to identify the major classes/groups which contain hazardous items. However, not all items in these classes/groups are hazardous.

10.1 FSC's in which most items are hazardous. An MSDS is required for all items listed in Table I unless the offeror provides written documentation that the items are not hazardous by any definition in section 3.2 of this standard.

Table I - MSDS Required For All Hazardous Items

FSC	Title
6810	Chemicals
6820	Dyes
6830	Gases: Compressed and Liquefied
6840	Pest Control Agents and Disinfectants
6850	Miscellaneous Chemical Specialties
7930	Cleaning and Polishing Compounds and Preparations
8010	Paints, Dopes, Varnishes, and Related Products
8030	Preservative and Sealing Compounds
8040	Adhesives
9110	Fuels, Solid
9130	Liquid Propellants and Fuels, Petroleum Base
9135	Liquid Propellant Fuels and Oxidizers, Chemical Base
9140	Fuel Oils
9150	Oils and Greases: Cutting, Lubricating, and Hydraulic
9160	Miscellaneous Waxes, Oils and Fats

10.2 **Other FSG's.** An MSDS shall be submitted for all hazardous items defined in paragraph 3.2. Table II lists some examples of hazardous items in other Federal Stock Groups not listed in Table I.

This is not an all inclusive list, but is only meant as guidance.

Table II - Examples of Hazardous Items in Other FSG's.

FSG	Title	Examples of Hazardous Items
12	Fire Control Equipment	Initiator propellants, cartridges power device
13	Ammunition & Explosives	Explosive devices, fire starter, flares
14	Guided Missile Components & Accessories	Cartridges power device, rockets, PCB's
15	Aircraft & Airframe Structural Components	Radioactive materials
16	Aircraft Components & Accessories	Items containing asbestos
22	Railway Equipment	Items containing asbestos
25	Vehicular Equipment Components	Items containing asbestos
26	Tires & Tubes	Items containing flammable or toxic compounds
34	Metalworking Machinery	Compressed Gases, cleaners, acids, flux, and supplies containing or producing hazardous fumes
36	Miscellaneous Machinery	Flammable or toxic hazardous fumes
42	Fire Fighting, Rescue, & Safety Equipment	Extinguishing agents, repair and refill kits containing hazardous chemicals, items containing compressed gases or initiating charges
53	Hardware & Abrasives	Asbestos material, lead caulking, hazardous chemicals, items producing hazardous dust
54	Prefabricated Structures & Scaffolding	Repair kits containing hazardous chemicals
56	Construction & Building Materials	Cutback asphalt, deck and floor covering, sealing compounds, asbestos, formaldehyde, repair kits containing hazardous chemicals
58	Communication, Detection, & Coherent Radiation Equipment	Circuit cooler items containing ozone depleting substances, cleaners with hazardous chemicals
59	Electrical & Electronic Equipment Components	Items with PCB's, radioactive materials, flammable solvents, asbestos, or magnetic items
61	Electric Wire, & Power Distribution Equipment	Lithium, mercury, lead-acid, nickel-cadmium batteries
62	Lighting Fixtures & Lamps, Household & Quarters Use	Items containing mercury or radioactive materials
63	Alarm, Signal, & Security Detection Systems	Items containing wet batteries or radioactive materials
65	Medical, Dental, & Veterinary Equipment and Supplies	Items containing hazardous chemicals, radioactive materials, mercury, asbestos, or flammable solvents

66	Instruments & Laboratory Equipment	Radioactive materials, flammable compounds, mercury, asbestos, compressed gases
67	Photographic Equipment	Radioactive compounds, solvents, thinners, and cements
75	Office Supplies & Devices	Solvents, thinners, cleaning fluids, flammable inks, varnishes, and chemicals which off-gas
84	Clothing, Individual Equipment, & Insignia	Maintenance kits containing flammable solvents
85	Personal Toiletary Articles	Pressurized containers with flammable or nonflammable propellants
87	Agricultural Supplies	Items containing herbicides and/or insecticides
93	Fabricated Materials	Items containing flammable solvents or toxic materials
96	Ores, Minerals, and their Primary Products	Asbestos, mica, silica

CHANGE NOTICES ARE NOT CUMULATIVE
AND SHALL BE RETAINED UNTIL THE
STANDARD IS REVISED.

FED-STD-313D
CHANGE NOTICE 1
March 21, 2000

FEDERAL STANDARD

MATERIAL SAFETY DATA, TRANSPORTATION DATA, AND DISPOSAL DATA FOR HAZARDOUS MATERIALS FURNISHED TO GOVERNMENT ACTIVITIES

The following changes, which form a part of FED-STD-313D, dated April 3, 1996, are approved by the General Services Administration for use by all federal agencies.

Section 2. After the ordering instructions for the Code of Federal Regulations (CFR), add the following: CFRs are also available via the internet at www.access.gpo.gov/nara/cfr/cfr-table-search.html. A Toxic Release Inventory (TRI) chemical list (EPA 745/K-94-052) is available from the EPCRA Document Distribution Center, 11029 Kenwood Road, Cincinnati, OH 45242, Attention NCEPI, or on the Internet at www.epa.gov/opptintr/tri/chemical.htm

Section 2. After the US Air Force Joint Manual, delete the internet address and substitute the following: www.afmc-mil.wpafb.af.mil/Hazmat/

3.2.2 Delete "(40 CFR Part 370)", and substitute "(40 CFR Part 302)".

Section 3. Add the following new paragraph:

3.3 Preparer. The preparer is the entity that developed the MSDS and has provided the mailing address and phone number for contacting the manufacturer, and the emergency response phone number. The preparer may or may not be the contractor furnishing the material to the government. The preparer is responsible for the accuracy of the technical data in the MSDS.

4.2.1 Add the following: An MSDS is only required for a hazardous material incorporated into an end item when that incorporation does not eliminate the material's hazardous nature throughout the life cycle of the end item.

4.2.2 Delete the text, and substitute the following: Preparation of the MSDS. The MSDS shall meet all requirements of 29 CFR 1910.1200. MSDSs in the 16-part format of ANSI Z400.1 are preferred, but not required. MSDS preparers must indicate when the MSDS is available in languages other than English. Information required under paragraph 4.3 must also be provided. Contractors who have not manufactured the hazardous material they are furnishing to the government, may append the government identifiers specified in 4.3.1, 4.3.2, and 4.3.3 to the preparer's MSDS, provided the MSDS meets all other requirements of this standard. Contractors

RETAIN THIS NOTICE AND PLACE IT BEFORE THE FIRST PAGE OF THE STANDARD.

FSC MISC

FED-STD-313D
CHANGE NOTICE 1

shall cite this standard in their subcontracts for hazardous materials. The government will assume that a current MSDS submitted in good faith by the contractor is accurate unless it contains obvious errors or omissions. Examples of such omissions are: failure to include the government identifiers; failure to include either transportation data or a statement that the material is not regulated for transportation under 49 CFR; and failure to include either disposal data or a statement that the material is not regulated under 40 CFR.

4.3 Delete the last sentence.

4.3.4 Delete the text, and substitute the following: The chemical and common name(s), CAS (Chemical Abstract Service) Registry number(s), and percentage(s) by weight of composition of all ingredients that are defined as hazardous in paragraph 3.2. The percentage may be specified as an upper limit or upper bound, as defined by 40 CFR 372.45. The specific hazardous chemical information must be provided unless it meets the 'trade secret' criteria of 29 CFR 1910.1200 or 40 CFR 350. The contractor shall treat trade secret data consistent with 29 CFR 1910.1200 or 40 CFR 350, as applicable. The contractor must indicate the authority under which trade secret data is withheld. The Government must maintain trade secret data in confidence, and only release the data consistent with 29 CFR 1910.1200 or 40 CFR 350, as applicable.

4.3.5 Delete the text, and substitute the following: The OSHA permissible exposure limit, ACGIH Threshold Limit Value, and any other exposure limit known to the preparer for the product as a whole, or any of its hazardous constituents. This may include recommendations made by recognized toxicological groups, the manufacturer, or importer preparing the MSDS.

4.3.7 Delete, "and USPS Mailability".

Section 5. Delete the addresses for the Air Force and General Services Administration (GSA) receipt points, and substitute the following:

Air Force: IERA/RSH
2513 Kennedy Circle
Brooks AFB, TX 78235-5123

Section 5, under 'Army', change line 4 to read – ATTN: AMXLS-TP

GSA – All Commodities: GSA/FSS
Attn: HMIS (6FET)
1500 East Bannister Road, Building 6
Kansas City, MO 64131

FED-STD-313D
CHANGE NOTICE 1

MILITARY INTEREST:

Military Coordinating Activity
DLA-DLSC-LEP

Custodians

Army - MD
Navy - SA
Air Force - 07

Review Activities

Army - SM
Navy - MS, AS, SH,
Air Force - 69
DLA - GS
Marine Corps - MC (LF1, LPP, SD, HQ)

CIVIL AGENCY COORDINATING

ACTIVITIES:

COM-NIST
DOE
EPA
HHS-NIH
HHS-DSR
DOL-TEC
DOT-OST
VA-OSS

PREPARING ACTIVITY:

GSA-FSS

PART III LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.02 LIST OF ATTACHMENTS - SOLICITATION

The following attachments apply to the solicitation. The attachments will be deleted from the contract during the contract award process.

ATTACHMENTS/TITLE		PAGES
1	Standard Form-LLL/Disclosure of Lobbying Activities & Standard Form-LLL-A/Continuation Sheet	3
2	Mailing Labels	1
3	Intention to Bid	1

ATTACHMENT 1
STANDARD FORM - LLL/DISCLOSURE OF LOBBYING ACTIVITIES
AND STANDARD FORM - LLL-A/CONTINUATION SHEET

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: +), a. contract .)- b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: +), a. bid/offer/application .)- b. initial award c. post-award	3. Report Type: +), a. Initial filing .)- b. material change For Material Change Only: year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: G Prime G Subawardee Tier ____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ G actual G planned	13. Type of Payment (check all that apply): G a. retainer G b. one-time fee G c. commission G d. contingent fee G e. deferred G f. other, specify: _____	
12. Form of Payment (check all that apply): G a. cash G b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: G Yes G No		
16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$70,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, entered the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page ____ of ____

ATTACHMENT 2
MAILING LABELS

OF-17 (12/93) FAR (48) CFR 53.214(g)
Offer Label FAR (48) CFR 53.215-1(h))

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6-1/2 INCHES) IN HEIGHT AND 292 mm (11-1/2 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the LOWER left corner of the envelope, unless the envelope is 156 mm by 292 mm (6-1/2 inches by 11-1/2 inches) or smaller.

OFFER

SOLICITATION NO.	
DATE FOR RECEIPT OF OFFERS	
TIME FOR RECEIPT OF OFFERS AM	PM
OFFICE DESIGNATION TO RECEIVE OFFERS	

OF-17 (12/93) FAR (48) CFR 53.214(g)
Offer Label FAR (48) CFR 53.215-1(h))

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6-1/2 INCHES) IN HEIGHT AND 292 mm (11-1/2 INCHES) IN LENGTH.
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OFFER

SOLICITATION NO.	
DATE FOR RECEIPT OF OFFERS	
TIME FOR RECEIPT OF OFFERS AM	PM
OFFICE DESIGNATION TO RECEIVE OFFERS	

ATTACHMENT 3
INTENTION TO BID

INTENTION TO BID

SOLICITATION NUMBER: DE-FB75-01SW51741

WE ☐ DO INTEND TO SUBMIT A BID.

WE ☐ DO NOT INTEND TO SUBMIT A BID FOR THE FOLLOWING REASONS:

☐ FIRM CANNOT MEET THE REQUIRED DELIVERY DATE(S).

☐ FIRM CANNOT PERFORM THE WORK, BECAUSE OF EXISTING WORKLOAD.

☐ FIRM DOES NOT PERFORM THE TYPE OF WORK IN THE SOLICITATION.

☐ FIRM IS NOT A SMALL BUSINESS.

☐ OTHER. _____

PLEASE RETAIN ☐ DELETE ☐ FROM SOURCE LIST.

NAME AND ADDRESS OF FIRM OR ORGANIZATION (Include Zip Code):

AUTHORIZED SIGNATURE: _____

TYPE OR PRINTED NAME AND TITLE: _____

DATE: _____

NOTE: Unless otherwise stated in the Solicitation, no other solicitation material should be returned if you do not intend to submit a Bid.

MAIL TO:

U.S. Department of Energy
Southwestern Power Administration
ATTN: Pauletta Johnson, Contracting Officer
5710/Acquisition Team
One West Third Street
Tulsa, OK 74103-3519

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF BIDDERS

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PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF BIDDERS

K.01 SOLICITATION NUMBER AND TITLE OF WORK

Solicitation Number DE-FB75-01SW51741/VAN BUREN SWITCHING STATION
AND COE R. S. KERR DAM RELAY DUPLEX SWITCHBOARD REPLACEMENTS.

K.02 INSTRUCTIONS

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offerors in connection with the award of contracts. To this end, all bidders/offerors submitting a bid/offer in response to this solicitation must complete all of the Section K/REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS clauses.

K.03 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (2) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.04 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.05 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

- (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation

(FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (d) Taxpayer Identification Number (TIN).

☐ ☐ TIN:_____.

☐ ☐ TIN has been applied for.

☐ ☐ TIN is not required because:

☐ ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ ☐ Offeror is an agency or instrumentality of a foreign government;

☐ ☐ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of organization.

☐ ☐ Sole proprietorship;

☐ ☐ Partnership;

☐ ☐ Corporate entity (not tax-exempt);

☐ ☐ Corporate entity (tax-exempt);

☐ ☐ Government entity (Federal, State, or local);

☐ ☐ Foreign government;

☐ ☐ International organization per 26 CFR 1.6049-4;

☐ ☐ Other_____.

- (f) Common Parent.

☐ ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ ☐ Name and TIN of common parent:

Name_____

TIN_____

**K.06 DEAR 952.204-73 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE
OVER CONTRACTOR (JUL 1997)**

- (a) For purposes of this provision, a foreign interest is defined as any of the following:
 - (1) A foreign government or foreign government agency;
 - (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
 - (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or
 - (4) Any person who is not a U.S. citizen.
- (b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.
- (c) If the offeror has not previously submitted responses to the following questions to DOE as part of the facility security clearance process, then it shall answer the following questions. Answer each question in either the "yes" or "no" column. If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

Question	Yes	No
<p>1. Does a foreign interest own or have beneficial ownership in 5% of more of your organization's voting securities?</p> <p>(Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>2. Does your organization own 10% or more of any foreign interest?</p> <p>(Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)</p>		
<p>3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?</p> <p>(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)</p>		
<p>4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?</p> <p>(Identify the foreign interests(s) and furnish full details concerning the control or influence.)</p>		
<p>5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income?</p> <p>(Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13D and/or Schedule 13G.)</p>		

Question	Yes	No
<p>6. Is your organization indebted to foreign interests?</p> <p>(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any, and what will be received after conversion are to be furnished.)</p>		
<p>7. Does your organization derive any income from Communist countries included in Country Groups Q, S, W, Y, and Z in Supplement No. 1 in 15 CFR part 770?</p> <p>(Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.)</p>		
<p>8. Is 5% or more of any class of your organization's securities held in "nominee shares." in "street names" or in some other method which does not disclose beneficial owner of equitable title?</p> <p>(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>9. Does your organization have interlocking directors with foreign interests?</p> <p>(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)</p>		
<p>10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material?.</p> <p>(Provide complete information by identifying the individuals and the country of which they are citizens.)</p>		

Question	Yes	No
11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions? (Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)		

- (d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror to mitigate or avoid FOCI. The contracting officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) The offeror shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to provide responses to the questions in paragraph (c) of this provision directly to the DOE contracting officer.
- (f) Information submitted by the offeror in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

K.07 FAR 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
ITEM	QUANTITY	PRICE QUOTATION	TOTAL

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K.08 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are // are not // presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have // have not //, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are // are not // presently indicted for, or otherwise criminally or civilly charged by a governmental entity with,

commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

- (D) Have // have not //, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (E) Are // are not // presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
- (ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
 - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) The Offeror has // has not //, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.09 FAR 52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 60 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. The bidder allows the following acceptance period: _____ calendar days.
- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) of this clause or (2) any longer acceptance period stated in paragraph (d) of this clause.

K.10 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 335313.
 - (2) The small business size standard is 750 employees.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it **9** is, **9** is not a small business concern.
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it **9** is, **9** is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it 9 is, 9 is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it 9 is, 9 is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it 9 is, 9 is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned

business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.11 FAR 52.219-2 EQUAL LOW BIDS (OCT 1995)

- (a) This provision applies to small business concerns only.

- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.12 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It /_/_ has, /_/_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It /_/_ has, /_/_ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/_ has developed and has on file, /_/_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certificate is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- /_/_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- /_/_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- /_/_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- /_/_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- /_/_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 FAR 52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (FEB 2000)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States that do not qualify as domestic end products.

- (b) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.16 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has **9**, has not **9** submitted the most recent report required by 38 U.S.C. 4212(d). (b) An Offeror who check "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

K.17 SIGNATURE/CERTIFICATION

By signing below, the bidder/offeror certifies, under penalty of law, that these representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Bid/Offer

Date of Execution

Typed Name and Title of the Officer or Employee Responsible for the
Bid/Offer

Name of Organization

Address of Organization

Solicitation Number

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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PART IV - REPRESENTATIONS AND INSTRUCTIONS
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L.01 FAR 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

L.02 FAR 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

L.03 FAR 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

L.04 FAR 52.214-5 SUBMISSION OF BIDS (MAR 1997)

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

L.05 FAR 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

L.06 FAR 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
- (b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--
 - (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial port of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

- (2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

L.07 FAR 52.214-9 FAILURE TO SUBMIT BID (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a bid and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.08 FAR 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

- (b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.
- (d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.
- (e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

L.09 FAR 52.214-12 PREPARATION OF BIDS (APR 1984)

- (a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

- (e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.10 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.11 FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.12 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price Supply contract resulting from this solicitation.

L.13 DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Department of Energy, Southwestern Power Administration, Attn: Pauletta Johnson, One West Third Street, Tulsa, OK 74103-3519.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Assistance (GC-61), 1000 Independence Avenue, SW., Washington, DC 20585, Fax: (202) 586-4546.

L.14 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies (See 10 CFR part 1004.)

L.15 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.16 CONSECUTIVE NUMBERING

Due to automated procedures employed in formulating this document, provisions contained within it may not always be consecutively numbered.

L.17 BID INSTRUCTIONS UNDER AN INVITATION FOR BIDS FOR SUPPLY-TYPE ITEM(S) USING AWARD FORM SF-33

Bids are expected to conform to solicitation provision entitled "Preparation of Bids" and, in addition, be prepared in accordance with this clause. The bidder shall submit with its bid under the subject IFB by completing the following portions of the solicitation:

- (a) The Standard Form 33, Solicitation, Offer and Award.
- (b) All requested prices for items found in Section B.

- (c) All Representations and certifications and other statements found in Section K.
- (d) If applicable, Attachment 1/STANDARD FORM LLL/DISCLOSURE OF LOBBYING ACTIVITIES in Section J.02/LIST OF ATTACHMENTS-SOLICITATION.
- (e) Contract clause no. I.48/FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE 1 (JUL 1995).

Once all parts noted above are complete, the bidder shall submit two copies of the bid, each with an original signature in block 17 of the SF-33, to the address provided in clause entitled "TIME, DATE, AND PLACE BIDS ARE DUE." Bidders shall not submit any additional written information to the above (a), (b), (c), (d), and (e) such as written notes on the SF-33, letter of explanation for determining bid, making stipulations or conditions, limiting rights of the Government under any contract clause, and qualifying pricing on any line item of Section B. If any bid contains such information it can be construed as failing to conform to the essential requirement of the invitation for bid and the bid may be rendered nonresponsive and rejected. A nonresponsive bid is one in which a bidder imposes conditions that would modify requirement of the invitation for bid or limit his or her liability to the Government. An award after sealed bidding can only be made on the basis of a responsive, reasonable, and responsible bid.

L.18 TIME, DATE, AND PLACE BIDS ARE DUE

- (a) Mailed bids shall be mailed to the following address:

U.S. Department of Energy
Southwestern Power Administration
Attn: S5710/Acquisition Team
One West Third
Tulsa, OK 74103-3519

- (b) Handcarried bids shall be delivered to:

U.S. Department of Energy
Southwestern Power Administration
Attn: S5710/Acquisition Team
Williams Center Tower I
One West Third Street
14th Floor - Reception Desk
Tulsa, OK 74103-3519

- (c) The below identification shall be marked on the bid envelope whether mailed or handcarried:

SOLICITATION NO. DE-FB75-01SW51741

DUE -- TIME: 2:00 p.m. DATE: July 19, 2001

NOTICE TO DOE MAIL ROOM: DO NOT OPEN THIS IS A BID

- (d) All bids are due NOT LATER THAN 2:00 p.m. local prevailing time on July 19, 2001. This Invitation to Bid (IFB) contains preprinted labels (See Attachment 2 MAILING LABELS of Section J.02/LIST OF ATTACHMENTS-SOLICITATION) for use in mailing or hand delivering bids. (CAUTION: See the bid submission instructions, including the contract clause no. L.06/FAR 52.214-7/LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999) of this section.
- (e) If the bidder chooses to forward its bid by means other than the U.S. Mail, the bidder assumes full responsibility of ensuring that the offer is received at the place and by the date and time specified in this solicitation.
- (f) It may not be possible to handcarry the package(s) to the 14th Floor Reception Desk, outside the hours of 8:00 a.m. to 5:00 p.m., workdays. Delivery to any other location, including the central delivery area, may result in the late receipt of the bid and is strongly discouraged.

L.19 AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation issued by the Contracting Officer. No other communication made at any scheduled prebid conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by a bidder must be acknowledged in accordance with the contract clause no. L.02/FAR 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989) of this section. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

L.20 SMALL BUSINESS SET-ASIDE INFORMATION (RESTRICTED)

This acquisition is restricted and contains a set-aside provision for small business concerns. The size standard for this solicitation is identified in the contract clause no. K.10/FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (MAY 2001) located in Section K of this solicitation.

L.21 TELEGRAPHIC AND FACSIMILE BIDS

Telegraphic and facsimile bids are not authorized for this solicitation nor is facsimile modifications, or withdrawals.

L.22 MODIFICATIONS AND WITHDRAWALS OF BIDS BY TELEGRAPHIC NOTICE

Telegraphic modifications and withdrawals to the bid may be either in the form of a mailgram or a telegram. In accordance with FAR 14.303/MODIFICATION OR WITHDRAWAL OF BIDS, the modification or withdrawal must be received in the office designated in the solicitation no later than the exact time set for opening of bids. A telegraphic modification or withdrawal of a bid received by telephone from the receiving telegraph office will be accepted but must be made prior to the exact time of bid opening. However, the message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The official authorized to receive telegraphic modifications by telephone is the Contracting Officer, Pauletta Johnson, telephone number (918) 595-6660. The delivery location of the written telegram that formed the basis for the telephone call shall be delivered at the place identified in the solicitation clause no. L.18/TIME, DATE AND PLACE BIDS ARE DUE, located in this Section L and shall be delivered no later than the next working day from the day of the telephone call. All other written telegrams for modifications and withdrawals shall be received no later than the bid opening date and time.

L.23 CUT-OFF DATE FOR QUESTIONS

In order to allow preparation of responses to questions by the technical and contracting personnel, the cut-off date for all questions pertaining to this solicitation is July 5, 2001. All questions shall be submitted in writing. Questions may be e-mailed to the address johnsonp@swpa.gov. Each question should clearly specify the solicitation area, i.e. (Attachment, page, drawing number) to which it refers. When possible, questions should be phrased to permit "YES" and "NO" responses.

L.24 CLASSIFIED MATERIAL - NONE

Performance under the proposed contract is not anticipated to involve access to classified material.

L.25 DISPOSITION OF BIDS

Bids will not be returned (except for timely withdrawals).

L.26 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied with the solicitation may be retained by the bidder (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.27 EXPENSES RELATED TO BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any bid or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.28 INFORMATION OF AWARD

Written notice to unsuccessful bidders and contract award information will be promptly released in accordance with the Federal Acquisition Regulations (FAR) or the U.S. Department of Energy Regulations (DEAR).

L.29 INTENTION TO BID

Please review this solicitation. To enable us to anticipate the number of bids to be evaluated and to keep our "Source Lists" current, please complete the information on the form entitled "INTENTION TO BID" provided in Section J.02/LIST OF ATTACHMENTS-SOLICITATION as Attachment 3, and mail to the same address shown on the attachment by July 13, 2001.

L.30 NUMBER OF AWARDS

It is anticipated that there will be one award resulting from this solicitation.

L.31 BRAND NAME OR EQUAL REFERENCES

Brand name or equal as used in this provision, the "brand name" includes identification of products by make and model.

- (a) If items called for by this solicitation have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality of characteristics of products that will be satisfactory. Bids providing for "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the bid and are determined by the Government to meet fully the salient characteristic requirements listed in the solicitation.

- (b) Unless the bidder/offeror clearly indicates in the submitted bid/offer that an "equal" product is being offered, the bid/offer shall be considered as intending to provide the brand name product referenced in the solicitation.
- (c) If the bidder/offeror is offering to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be clearly identified in the bid/offer. The evaluation and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder/offeror or identified in the bid/offer as well as other information reasonably available to the purchasing activity.

Accordingly, to ensure that sufficient information is available, the bidder/offeror must furnish as part of the bid/offer all descriptive materials (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to (i) determine whether the product offered meets the salient characteristics of the solicitation, and (ii) establish exactly what the bidder/offeror intends to furnish what the Government would be binding itself to acquire by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the purchasing activity.

- (d) Modifications submitted or offered after solicitation closing date to make a product conform to a brand name product referenced in the solicitation will not be considered.

L.32 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 and 48 CFR 909.104-70 apply.
- (b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

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M.03	NOTICE OF BUY AMERICAN ACT

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

M.01 EVALUATION CRITERIA - GENERAL

Award will be made to the lowest responsible, responsive bidder/offeror whose bid/offer is in complete compliance with ALL sections of this solicitation. The determination of responsibility will be made in accordance with Federal Acquisition Regulations, Subpart 9.1 - Responsible Prospective Contractors.

M.02 EVALUATION OF BRAND NAME OR EQUAL PRODUCTS

Bids offering "equal" products including products of the brand name manufacturer(s) other than the ones described in Section C/DESCRIPTION/SPECIFICATIONS will be considered for award only if products are clearly identified in the bid. The products must be determined by the Government to fully meet the salient characteristics described in Section C/DESCRIPTION/SPECIFICATIONS. Refer to the contract clause no. L.31/ BRAND NAME OR EQUAL REFERENCES" in Section L/INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS.

M.03 NOTICE OF BUY AMERICAN ACT

Offers submitted in response to the contract clause No. K.15/FAR 52.225-2 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2000) located in Section K/REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS will be evaluated in accordance with paragraph (c) of the clause.